

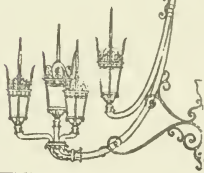
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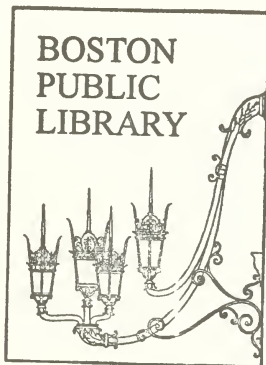
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APPLICATION FOR PLANNED DEVELOPMENT AREA ("PDA")
DESIGNATION BASED ON APPROVAL OF A PDA MASTER PLAN/DEVELOPMENT
IMPACT PROJECT PLAN FOR AN AREA OF NOT LESS THAN
FIVE ACRES AND FOR APPROVAL OF A DEVELOPMENT PLAN

RUGGLES CENTER

JUNE 19, 1989



FACT SHEET

Application for Planned Development Area ("PDA") Designation Based on Approval of a PDA Master Plan and Development Impact Project Plan for an Area of Not Less Than Five Acres and for Approval of a PDA Development Plan

Ruggles Center

<u>Board Action</u>	The Applicant is requesting the Authority's approval of a Master Plan and Development Impact Project Plan for a Planned Development Area of not less than five acres. The proposed project ("Ruggles Center") will be constructed on Southwest Corridor Parcel 18 in Roxbury. The Applicant is also requesting the Authority's approval of a Development Plan for the first phase of Ruggles Center ("Phase 1").
<u>Developer</u>	Ruggles Center Joint Venture, a Massachusetts general partnership, its respective successors and assigns.
<u>Site</u>	The development site (the "Site") for Ruggles Center consists of 5.10 acres located in Roxbury, bounded by Ruggles Street, Tremont Street, Melnea Cass Boulevard and land owned by the Massachusetts Bay Transportation Authority. The development site for Phase 1 (the "Phase 1 Site") consists of 2.96 acres. A plan depicting the Site and the Phase 1 Site is also attached as Exhibit A.
<u>General Description of Master Plan</u>	The development of Ruggles Center will consist of the construction of a mixed use development. It is currently contemplated that up to five major buildings will be constructed on the Site in a phased development sequence. The five buildings, one of which will be a parking garage with no more than 735 parking spaces, will contain no more than 1,220,000 square feet of gross floor area. Ruggles Center may also include a parking garage to be located below-grade and to provide an estimated 350 parking spaces. A central plaza will be the focal point of Ruggles Center with a series of retail uses and building lobbies opening onto the plaza.

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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-19-2007 BY 60322 UCBAW/SJS

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General
Description
of Develop-
ment Plan

Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building, and a free-standing parking garage. As part of the development of Phase 1, the Applicant will improve that portion of Columbus Avenue Extension located in Phase 1 (the "Way") and the sidewalks abutting the office/retail building and the garage. In keeping with the traditional building materials employed in Boston, the facades of the building and the garage shall be constructed primarily of brick and pre-cast concrete panels and granite detailing. The plaza will be built on axis with the principal facade of the Ruggles Station. The ground plane of the plaza will be a combination of brick paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. The ground plane of the Way will be paved with asphalt and the sidewalks will be a combination of brick paving with granite accent strips. Trees and shrubs will be used to soften and make inviting public pathways and gathering places.

Anticipated
Increase in
Number of
Employees

It is anticipated that the development of Ruggles Center will generate approximately 2,000 construction jobs and will provide approximately 3,000 permanent jobs.

Development
Impact
Project
Contribution

It is estimated that the Housing Linkage Contribution resulting from the development of Ruggles Center (based upon the maximum development permitted under the Master Plan) will be approximately \$4,500,000. It is further estimated that the Jobs Linkage Contribution resulting from the development of Ruggles Center (based upon the maximum development permitted under the Master Plan) will be approximately \$900,000. The Housing Linkage Contribution and the Jobs Linkage Contribution shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement or the Housing Creation Agreement.

Estimated
Construction
Time

The Developer proposes to commence construction of Phase 1 in October of 1989. It is estimated that the construction of the subsequent buildings on Ruggles Center will occur during the period 1991 to 1996.

Zoning

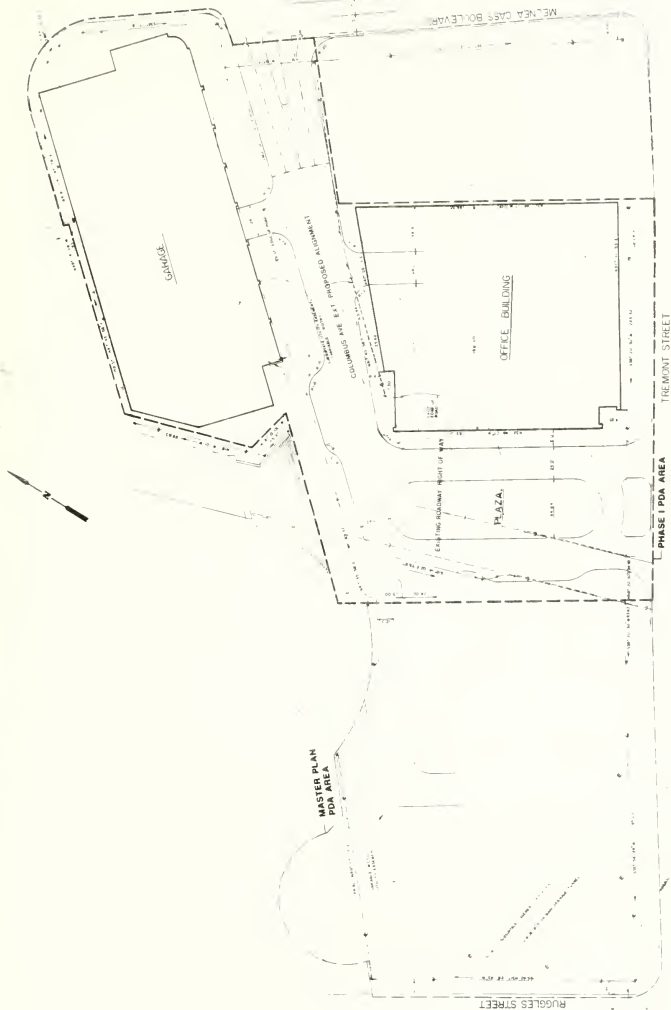
The predominant portion of the Site is currently zoned M-1, a restricted manufacturing district, with a maximum floor area ratio ("FAR") of 1.0. A small portion of the Site is currently zoned M-2, a restricted manufacturing district, with a maximum FAR of 2.0. The Site is located within the Roxbury Interim Planning Overlay District and is also located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. The Master Plan provides for an overall FAR for the PDA of 5.5 based upon the ratio of 1,220,000 square feet of gross floor area of proposed development (not including below-grade parking), to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. The Development Plan provides for an overall FAR for the Phase 1 Site of 3.7 based upon the ratio of 472,000 square feet of gross floor area of proposed development, to the total land area included in the Phase 1 Site of approximately 128,902 square feet, or approximately 2.96 acres.

Because of the size of Ruggles Center and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the developer may rely, in order to ensure commitment to all elements of Ruggles Center and to ensure an orderly basis for proceeding with development pursuant to one or more development plans following Master Plan approval for the Site. Specific zoning exceptions will be sought in the Development Plan submitted to the Authority on even date herewith for Phase 1 and in one or more subsequent development plans for an additional phase or phases following Master Plan approval.

Index

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EXHIBIT A



SITE PLAN
PHASE 1
SCALE 1" = 20'

RUGGLES CENTER
METROPOLITAN COLUMBIA PLAZA VENTURE
STULLA & ASSOCIATES ARCHITECTS AND PLANNERS
DMC ENGINEERING INC

JUNE 1, 1989

DMC10



APPLICATION FOR PLANNED DEVELOPMENT AREA ("PDA")
DESIGNATION BASED ON APPROVAL OF A PDA MASTER PLAN/
DEVELOPMENT IMPACT PROJECT PLAN FOR AN
AREA OF NOT LESS THAN FIVE ACRES AND FOR
APPROVAL OF A DEVELOPMENT PLAN

RUGGLES CENTER

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1980

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APPLICATION FOR PLANNED DEVELOPMENT AREA ("PDA")
DESIGNATION BASED ON APPROVAL OF A PDA MASTER PLAN
AND DEVELOPMENT IMPACT PROJECT PLAN
FOR AN AREA OF NOT LESS THAN FIVE ACRES
AND FOR APPROVAL OF A PDA DEVELOPMENT PLAN

RUGGLES CENTER

The undersigned Ruggles Center Joint Venture (the "Applicant") hereby applies for the designation of a PDA under Section 3-1A of the Boston Zoning Code (the "Zoning Code") and requests approval by the Boston Redevelopment Authority (the "Authority") of a PDA master plan for an area of not less than five acres. The proposed project ("Ruggles Center") is located in Southwest Corridor Parcel 18 in Roxbury, as more particularly described in Section III hereof. The Applicant hereby also applies and requests approval by the Authority of a PDA development plan for Phase 1 of Ruggles Center ("Phase 1") under Section 3-1A of the Zoning Code. It is anticipated that one or more additional development plans for subsequent phases ("Phases") of Ruggles Center will be submitted in the future.

This application is made in connection with the submission of a Master Plan and Development Impact Project Plan (the "Master Plan") for Ruggles Center and a Development Plan (the "Development Plan") for Phase 1 of Ruggles Center. The Master Plan attached hereto as Appendix 1 sets forth the development concept for Ruggles Center, including the planning objectives and character of Ruggles Center, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed density, the proposed construction program for the development and other major elements of Ruggles Center. The Master Plan shall also constitute a Development Impact Project Plan for purposes of Article 26A of the Zoning Code. The Development Plan attached hereto as Appendix 2 sets forth the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of the area, densities, the proposed traffic circulation, parking and loading facilities, access to public transportation, the proposed dimensions of structures and other major elements of Phase 1.

I. Applicant Information

A. Development Team

1. Names

(a) The Applicant, Ruggles Center Joint Venture, a Massachusetts general partnership (the "Partnership"), its successors and assigns, will be the developer of Ruggles Center.

The general partners of the Applicant are:

- (i) Metropolitan Structures, an Illinois general partnership, consisting of:
 - (A) Metco Properties, an Illinois limited partnership, as general partner.
 - (B) Metropolitan Life Insurance Company, a New York corporation, as general partner.
- (ii) Columbia Plaza Associates, a Massachusetts general partnership, consisting of:
 - (A) Ruggles-Bedford Associates, Inc., a Massachusetts corporation, as general partner.
 - (B) Chinese Investment Limited Partnership, a Massachusetts limited partnership, as general partner.
- (iii) Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, consisting of:
 - (A) Metropolitan Structures, as general partner.
 - (B) Columbia Plaza Associates, as general partner.

All notices and requests to the Applicant should be sent to the attention of Robert L. Green, Metropolitan/Columbia Plaza Venture, 200 State Street, Boston, MA 02109, telephone (617) 951-2522, with copies to its attorneys identified below.

(b) The names, addresses and telephone numbers of the attorneys representing the Applicant are (i) John D. Hamilton, Jr., P.C., Hale and Dorr, 60 State Street, Boston, MA 02109, telephone (617) 742-9100; (ii) Fletcher H. Wiley, Esq., Wiley & Richlin, P.C., 75 Arlington Street, Suite 1010, Boston, MA 02116-3986, telephone (617) 482-3300; and (iii) William D. Chin, Esq., 3 Center Plaza, Boston, MA 02108, telephone (617) 227-3678.

(c) The names, business addresses and telephone numbers of the Project consultants working with the Applicant are:

<u>Name and Contact</u>	<u>Business Address and Phone Number</u>	<u>Specialty</u>
Stull & Lee, Inc. Contact: David Lee	100 Boylston Street Boston, MA 02116 (617) 426-0406	Architect

DMC Engineering Contact: Dan Carson	1 Kendall Street Framingham, MA 02110 (508) 872-8030	Surveyor
Cosentini & Associates Contact: Roy Taylor	44 Brattle Street Cambridge, MA 02138 (617) 876-3830	Mechanical/ Electrical Plumbing
Haley & Aldrich, Inc. Contact: Tom Liu	58 Charles Street Cambridge, MA 02141 (617) 494-1606	Soils and Environmental
Weidlinger Associates Contact: Steve Varga	44 Brattle Street Cambridge, MA 02138 (617) 876-9666	Structural Engineering
Rowan Williams Davis & Irwin Inc. Contact: Mike Soligo	650 Woodlawn Rd. W. Guelph, Ontario N1K 1B8 (519) 823-1311	Wind
Northeast Management & Marketing Company, Inc. Contact: Pamela McDermott	One Boston Place Boston, MA 02108 (617) 523-5115	Public Relations
Carter Communications Contact: Celeste Reid	Prudential Plaza Box 111 Boston, MA 02199 (617) 266-1084	Public Relations
Pannell Kerr Forster Contact: Tom Callahan	100 Summer Street Boston, MA 02110 (617) 423-1920	Hotel Feasibility
Daniel Dennis & Company Contact: Daniel Dennis	100 Huntington Ave. Suite 37 Boston, MA 02116 (617) 262-9898	Accounting
Howard/Stein Hudson Associates Contact: Alfred Howard	38 Chauncy Street Boston, MA 02111 (617) 482-7080	Traffic
Management Network, Inc. Contact: Dennis Boyd	55 E. Washington St. Chicago, IL 60602 (312) 263-1781	Scheduling
Desman Associates Contact: John Fujiwarra	307 Fifth Avenue 8th Floor New York, NY 10016 (212) 686-5360	Parking Garage Design

H.H. Angus & Associates, Ltd	1700 Pacific Avenue	Elevator
Contact: Stuart Wright	Suite 1700	Consultant
	Dallas, TX 75201	
	(214) 979-0481	

2. There are no current or formerly owned developments in Boston by this Applicant.

B. Legal Information

1. The Applicant is unaware of any legal judgment or pending action which concerns Ruggles Center or which might reasonably impair the ability of Ruggles Center to be implemented as set forth herein.

2. The Applicant does not own any real estate in Boston on which real estate tax payments are in arrears.

3. Attached as Appendix 3 is a Title Report dated May 1, 1989 prepared by Daniel W. Murray, Esq. of Wiley & Richlin, P.C., which Title Report includes the current ownership and purchase options, if any, of all parcels in the Site, as hereinafter defined.

II. Financial Information

A. Names of Financially Involved Participants and Bank References

1. The names and addresses of all financially involved participants are set forth in the 40J Disclosure Form attached to the letter submitted to the Authority on June 15, 1989.

2. The names and addresses of bank references of the Applicant are as follows:

<u>Names</u>	<u>Addresses</u>
First National Bank of Chicago	One First National Plaza Chicago, Illinois 60670
Boston Bank of Commerce	110 Tremont Street Boston, MA 02108

B. Agreement for Acquiring Site

The Applicant is currently negotiating a Conveyance and Construction Agreement with the Authority and the Massachusetts Bay Transportation Authority for acquisition by the Applicant of those portions of the Site (as described in Section III hereof)

required for development of Ruggles Center as set forth in the Conveyance and Construction Agreement, as hereinafter defined (the "Conveyance and Construction Agreement").

C. Development Costs

Attached as Appendix 4 is a Pro Forma Cost Estimate for the development of Ruggles Center, including Phase 1.

D. Operation

Attached as Appendix 5 is a Pro Forma Cost Estimate for the operation of Ruggles Center, including Phase 1.

III. Site

A. Ruggles Center Site

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Beginning at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres (the "Site").

Attached as Appendix 6(A) is the Site Area Diagram.

Attached as Appendix 6(B) is the Proposed Apportion Plan 1.

Attached as Appendix 6(C) are the Existing Conditions Plans.

B. Phase 1 Site

A tract of land, in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and southerly side of Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, shown on a plan entitled "Site Area Diagram, Phase I" by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Beginning at an angle point, situated N49-16-34E and 16.05' from a stone bound located on the westerly right of way of Melnea Cass Boulevard.

Thence S49-16-34W on a straight line 124.87' to an angle point.

Thence S32-48-07E on a straight line 236.22' to an angle point located on the northerly edge of the traveled way of Tremont Street.

Thence on a curve, along the said northerly edge of the traveled way of said Tremont Street 40.86' to a point of tangency.

Thence S58-20-30W on a straight line, along the said northerly edge of the traveled way of said Tremont Street 252.84' to an angle point.

Thence N32-48-07W on a straight line 233.20' to an angle point.

Thence N41-45-58E on a straight line along the MBTA Southeast Corridor Parkland Easement 131.07' to an angle point.

Thence N78-15-00W on a straight line, along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W on a straight line, along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E on a straight line, along the said property line of parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W on a straight line 9.43' to an angle point, located on the southerly edge of traveled way of MBTA Bus Lane.

Thence N41-45-58E on a straight line, along the southerly edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence on a curve, along the southwesterly edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E on a straight line along the edge of traveled way of said Melnea Cass Boulevard 15.44' to a point of curvature.

Thence on a curve, along the westerly edge of traveled way of said Melnea Cass Boulevard 26.00' to a point of tangency.

Thence S36-17-18E on a straight line, along the westerly edge of traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence on a curve along the westerly edge of traveled way of said Melnea Cass Boulevard 12.06' to a point of tangency, located on the southerly side of the said Parkland Easement.

Thence S50-10-56W on a straight line along the southerly side of the said Parkland Easement 18.48' to an angle point.

Thence S36-13-59E on a straight line 66.17' to the point of beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc., has a total area of 128,902 square feet or 2.96 acres (the "Phase 1 Site").

Attached as Appendix 6(D) is the Site Area Diagram Phase 1.

Attached as Appendix 6(E) is the Parcelization Plan for Phase 1.

C. The parcels within the Site are identified by the Boston Assessing Department as follows:

Parcels 1348, 1352, 2704, 2711, 2717, 2718
and 2719 located in Ward 9.

D. The names and addresses of owners of and abutters to the Site according to the most recent City of Boston tax list maintained by the Assessing Department and other parties who may be substantially affected by the development of Ruggles Center are set forth in Appendix 7 attached hereto.

IV. Project Design for Master Plan

A. Development Concept

1. Statement of Planning Objectives

The proposed development of Ruggles Center involves an unparalleled revitalization and transformation of an undeveloped parcel of land along the Southwest Corridor. The Project will consist of the construction of a mixed-use development including one or more of the uses set forth on the use chart attached hereto and incorporated herein as Appendix 8(A) (the "Use Chart"). The Appendices described in Sections B through G hereof are illustrative of the proposed development concept for Ruggles Center and are subject to final design, environmental and other development review.

It is currently contemplated that up to five major buildings will be constructed on the Project Area in a phased development sequence. The buildings will be multi-story and will be constructed primarily of brick and pre-cast concrete panels and granite details. Although the uses of each of the major buildings have not been finally determined, there will be no uses of the major buildings other than as set forth in the Use Chart and other than as permitted in any subsequently approved development plan for Ruggles Center or Phase thereof. Three of these buildings, to be situated along Tremont Street, would house primarily office and ground level retail space. A fourth building, also to be situated along Tremont Street, would house primarily either hotel or office space and ground level retail space. A fifth building, to be situated along Columbus Avenue Extension, would house retail space and/or parking on the ground floor and multiple levels of above-grade parking providing a maximum of 735 parking spaces. The five buildings will contain no more than 1,220,000 square feet of gross floor area. Ruggles Center may also include a parking garage to be located below-grade and to provide an estimated 350 parking spaces.

A central landscaped plaza on axis with the principal facade of the Ruggles Station will be the focal point of Ruggles Center. The plaza will be constructed by the Applicant for the benefit of the general public, subject to the receipt by the Applicant of a grant from the City for the cost of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement. With a series of retail uses and building lobbies opening onto the plaza coupled with the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity. Additional building entries and retail uses planned along Columbus Avenue, Tremont Street, Melnea Cass Boulevard and Ruggles Street are expected to make these streets lively and attractive places for shopping. The plaza will not only enhance Ruggles Center but will also serve the transit riders as well as the general public. The proposed range of shops and stores, the restaurants and cafes, the hotel, and the office buildings and other proposed uses are expected to provide job opportunities, services and entertainment for area residents and the larger community as well.

The construction of Phase 1 is expected to begin in October of 1989, with completion of the first building anticipated by June 1991 (the "Phase 1 Completion Date"). It is estimated that the subsequent buildings in the Site will be constructed by December 1996 (the "Estimated Completion Date"). The Phase 1 Completion Date and the Estimated Completion Date may reasonably be extended by the Applicant because of changed conditions beyond the reasonable control of the Developer applicable to Phase 1 or other Phases of Ruggles Center, respectively, including without limitation, changes in financing, leasing or construction markets, or inability to obtain or conditions imposed in connection with any governmental approvals, permits, licenses, variances, exceptions or legal requirements, and the like.

The Project involves an unprecedented addition to the infrastructure and public amenities of Roxbury and the Southwest Corridor. The Master Plan is intended to facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing downtown area. Further, Ruggles Center is ideally situated for both local and regional public transit access. The development of Ruggles Center is expected to reinforce the directional movement on Tremont Street and Columbus Avenue Extension and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, Ruggles Center will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes. Even the roadway access is well-situated to the major highway system, as access to the Massachusetts Turnpike (I-90) and the Central Artery (I-93) is nearby, without long travel distances on local streets. The exceptional public

transportation and automobile access to the Site, together with the nearby major institutions and cultural facilities, such as museums, universities and hospitals, position Ruggles Center as the anchor of a newly emerging neighborhood center and gateway into the heart of Boston.

Because of the size of the Site and the proposed phased development sequence of Ruggles Center, it is necessary at this time to establish an approved Master Plan, upon which the Applicant may rely, in order to ensure commitment to all elements of Ruggles Center and to ensure an orderly basis for proceeding with the development of Ruggles Center pursuant to the development plan for Phase 1 and one or more additional development plans for subsequent phases of Ruggles Center which may be submitted from time to time following approval of the Master Plan.

2. Proposed Uses

The proposed uses for the Project may include one or more of the uses set forth in the Use Chart attached hereto and incorporated herein as Appendix 8(A).

3. Proposed Density

This Master Plan provides for an overall maximum floor area ratio ("FAR") for the Project Area of 5.5 based upon the ratio of 1,220,000 square feet of gross floor area of proposed development (not including below-grade parking) to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Because of the technical definitions of "gross floor area," "floor area ratio," and "lot area" in the Zoning Code and the construction of the open space, plaza, related roadways, sidewalks and other public areas, the actual FAR of Ruggles Center may be larger because such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Since Ruggles Center will be subdivided pursuant to several development plans, particular components of Ruggles Center, analyzed separately, may have a different FAR. The total development (not including below-grade parking), however, will not exceed 1,220,000 square feet of gross floor area.

4. Proposed Infrastructure and Public Improvements

The focal point of Ruggles Center will be the contemplated central plaza to be built on axis with the principal facade of the Ruggles Station. The Phase 1 Preliminary Plaza Plan attached hereto as Appendix 20 sets forth the boundaries of the plaza. With a series of retail uses and building lobbies opening onto the plaza coupled with the Ruggles Station entrance, it is anticipated that the plaza will attract much pedestrian activity. The ground plane of the plaza will be a combination of brick

paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting, public pathways and gathering places.

The "Kiss and Ride" turn-around presently located in front of the Ruggles Station entrance will be reconfigured so as to accommodate the plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the plaza, a central landscaped oval will be constructed to separate northbound and southbound traffic in the plaza and a second small island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. The Applicant will construct the plaza and related roadways and sidewalks, including the "Kiss and Ride turn-around" and the parking islands, as more particularly set forth in the Conveyance and Construction Agreement subject to the Applicant obtaining a grant from the City for the cost of the improvements to the plaza.

The Applicant will also improve that portion of Columbus Avenue Extension located within the Site (the "Way") and the sidewalks abutting the buildings located in the Site as more particularly set forth in the Conveyance and Construction Agreement. The ground plane of the Way will be paved with asphalt and the sidewalks will consist of brick paving with granite accent strips.

B. Aerial Views of Project Area

The aerial views of the Project Area are attached as Appendix 9.

C. Photographs of Site and Neighborhood

The photographs of the Site and neighborhood are attached as Appendix 10.

D. Neighborhood Plan for Ruggles Center

The neighborhood plan and development concepts plan dated June 1, 1989 and prepared by Stull and Lee, Inc. are attached as Appendix 11.

E. Eye-Level Perspective for Ruggles Center

The eye-level perspective for Ruggles Center dated June 1, 1989 and prepared by Stull and Lee, Inc. is attached as Appendix 12.

F. Master Plan Drawings

The drawings of the development concept for Ruggles Center dated June 1, 1989 and prepared by Stull and Lee, Inc. are attached as Appendix 13.

G. Photographs of Ruggles Center Model

The photographs of the model for the proposed development of Ruggles Center are attached as Appendix 14.

V. Project Design for Development Plan

A. Proposed Development of Phase 1

Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: the plaza, an office/retail building and a free-standing parking garage. As part of the development of Phase 1, the Applicant will improve the Way and the sidewalks abutting the office/retail building and the free-standing parking garage in accordance with the provisions of the Conveyance and Construction Agreement.

A twelve (12) story office/retail building (the "Office Building") will be located along Tremont Street and adjacent to the eastern boundary of the plaza and is designated as "Office Building" on the Site Plan for Phase 1 attached hereto as Appendix 19 (the "Phase 1 Site Plan"). An above-grade parking garage with ground level retail uses and/or parking (the "Garage") containing no more than seven stories and up to 640 parking spaces will also be constructed. The Garage may be built in phases. The Garage is to be situated along Columbus Avenue Extension and is designated as "Garage" on the Phase 1 Site Plan. The final locations and configurations of the Building and the Garage are subject to final design, environmental and other development review.

In keeping with the traditional building materials employed in Boston, the facades of the Building and the Garage shall be constructed primarily of brick and pre-cast concrete panels and granite detailing. The Appendices described in Sections B through I hereof set forth the proposed development of Phase 1 of Ruggles Center and are subject to further design, environmental and other development review. Any references or depictions of buildings or other improvements not included in the development of Phase 1 are included in such Appendices only for illustrative purposes.

The plaza is described in Section IV, Paragraph 4 hereof. The proposed schedule for submission of development design materials for Phase 1 is September 1989.

The proposed uses for Phase 1 include office, retail, above-grade parking, open space and other uses incidental or accessory to the foregoing. The principal uses proposed for Phase 1 are set forth in Appendix 8(B) attached hereto and incorporated herein. Appendix 23 attached hereto and incorporated herein provides the dimensional requirements for the Office Building and the Garage. Appendix 23, however, is tentative and is subject to revision based upon changes to Phase 1 as a result of further design, environmental and other development review and further analysis of Phase 1 by the Applicant.

B. Phase 1 Neighborhood Plan

The Phase 1 neighborhood plan dated June 1, 1989 and prepared by Stull and Lee, Inc. is attached as Appendix 15.

C. Phase 1 Eye-Level Perspective

The eye-level perspective showing the proposed Phase 1 in the context of the surrounding Project Area is attached as Appendix 16.

D. Site Sections for Phase 1

The plans of the site sections showing the relationship of Phase 1 to the adjacent buildings and open space are attached as Appendix 17.

E. Photographs of Phase 1 Model

The photographs of the model for Phase 1 are attached as Appendix 18.

F. Site Plan for Phase 1

The site plan for Phase 1 dated June 1, 1989 and prepared by Stull and Lee, Inc. is attached as Appendix 19.

G. Phase 1 Preliminary Plaza Plan

The drawings and the preliminary plans for the plaza dated June 1, 1989 and prepared by Stull and Lee, Inc. are attached as Appendix 20.

H. Phase 1 Preliminary Office Building Plans

The preliminary plans for the Office Building dated June 1, 1989 and prepared by Stull & Lee, Inc. are attached as Appendix 21.

I. Phase 1 Preliminary Garage Plan

The drawings and the preliminary plans for the Garage dated June 1, 1989 and prepared by Stull & Lee, Inc. are attached as Appendix 22.

J. Proposed Schedule for Submission of Design Development Materials

The Applicant intends to submit the design development materials for Phase 1 in September 1989.

VI. Environmental Impact Assessment

Please refer to Draft Environmental Impact Report dated March 1989 ("DEIR"), which DEIR was prepared and filed by the Authority with the Massachusetts Environmental Protection Agency.

The Authority may require the Applicant to take all practical measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development of Ruggles Center as presently conceived to mitigate potential damage to the environment identified in the Final Environmental Impact Report.

VII. Public Benefits

Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. As part of this Program, One Lincoln Street located adjacent to the Chinatown neighborhood of downtown Boston ("One Lincoln Street") will also be developed. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City. In addition, Metropolitan/Columbia Plaza Venture (the "Venture"), the developer tentatively designated by the Authority to undertake development of One Lincoln Street and Ruggles Center under the Program, and Ruggles Center Joint Venture, the Partnership, are joint ventures between Metropolitan Structures, a national development firm based in Chicago, and Columbia Plaza Associates, a consortium of Black, Hispanic and Asian American investors and community based non-profit organizations. Each party has a fifty (50%) percent interest in both the Venture and the Partnership.

The Applicant is currently negotiating a Memorandum of Understanding with the Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council and Kingston Bedford Joint Venture, a copy of which is attached hereto as Appendix 24 (the "Community Benefits Memorandum"). The Community Benefits Memorandum is subject to further negotiations by and

among the parties thereto and does not create or constitute any binding obligations upon the Applicant until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon execution.

A. Employment Plan

Ruggles Center is expected to generate an estimated 2,000 construction jobs and to support an estimated 3,000 permanent jobs. The development of Ruggles Center, together with the development of One Lincoln Street, is expected to generate over 4,000 construction jobs and to support over 7,000 permanent jobs. The Applicant anticipates that many new jobs will be created by new businesses, expansion of existing businesses and new tenants coming into the City. The Venture shall set a thirty (30%) minimum goal of (i) the utilization of minority and women business enterprises for all contracts related to the development of Ruggles Center and One Lincoln Street and (ii) the leasing to minority business enterprises of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street. The Venture will also work with public agencies to assist minority entrepreneurs to start new businesses.

B. Tax Revenues

1. Existing Real Estate Taxes on Property

As the Massachusetts Bay Transportation Authority is exempt from the payment of real estate taxes, there are no existing annual real estate taxes on the Site.

2. Estimated Future Annual Real Estate Taxes

It is estimated that the future annual real estate taxes for the Site (based upon the maximum development of Ruggles Center permitted under the Master Plan) will be approximately \$1,500,000 to \$1,700,000 per fiscal year.

3. Change in Real Estate Tax Revenue

The change in the real estate tax revenue will be approximately \$1,500,000 to \$1,700,000 per fiscal year.

C. Chapter 121A Payment

The Applicant is not seeking approval of the Authority under M.G.L. Chapter 121A and consequently, no Chapter 121A payments are necessary.

D. Purchase Price

The purchase price for the publicly owned parcels within the Project Area will be set forth in the Conveyance and Construction Agreement.

E. Development Impact Project Contribution

1. The housing linkage contribution resulting from the development of Ruggles Center (based upon the maximum development of Ruggles Center permitted under the Master Plan) is estimated to be approximately \$4,500,000. The development of Ruggles Center, together with the development of One Lincoln Street, will generate an estimated housing linkage contribution of approximately \$9,300,000 pursuant to Article 26A of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the DIP Agreement for each respective project. It is anticipated that this amount will be contributed to housing creation projects as determined by the Authority and the Neighborhood Trust with input from the Roxbury and Chinatown communities. In the event that a Housing Creation Proposal is not approved by the Neighborhood Housing Trust and the Authority, the Applicant shall pay the housing linkage contribution in accordance with the housing payment option provisions of the DIP Agreement entered into by and between the Authority and the Applicant. For additional information regarding the housing linkage contribution, please refer to the Community Benefits Memorandum.

2. The jobs linkage contribution resulting from the development of Ruggles Center (based upon the maximum development of Ruggles Center permitted under the Master Plan) is estimated to be approximately \$900,000. The development of Ruggles Center, together with the development of One Lincoln Street, will generate an estimated total jobs linkage contribution of approximately \$1,800,000 pursuant to Article 26B of the Zoning Code, such amount to be paid at the times, in the manner and under the conditions specified in the DIP Agreement for each respective project. For additional information regarding the jobs linkage contribution, please refer to the Community Benefits Memorandum.

F. Child Care Plan

Kingston Bedford Joint Venture and the Applicant will provide, on site or off site, child care facilities in Chinatown and Roxbury, respectively, for a total of 200 children and work with the City and local communities to design quality child care programs. For additional information regarding the child care plan, please refer to the Community Benefits Memorandum.

G. Other Benefits

The Applicant believes that the development of Ruggles Center conforms to the general plan for the City of Boston as a whole, will not be injurious or otherwise detrimental to the public welfare, is in the best interests of the public and the City of Boston, will enhance public safety and convenience, and is consistent with the most suitable development of this neighborhood in the City of Boston. The development of Ruggles Center will result in the transformation of this undeveloped and vacant space into large areas of usable public open space together with a mixed-use development including one or more of the uses set forth in the Use Chart. In addition, Ruggles Center has enormous potential for improving the quality of life in the Roxbury community. It is anticipated that the development of Ruggles Center will attract other development and stimulate renewal in the Southwest Corridor and Roxbury, thereby fulfilling a major inner-city development objective of the City and the State as set forth in the July 31, 1985 Agreement between the City and the State regarding the Parcel-to-Parcel Linkage Program Project 1. The Community Benefits Memorandum sets forth in detail the community benefits to the Roxbury and Chinatown communities.

VIII. Relocation Information

Ruggles Center is not subject to federal or state relocation regulations as there are no business or residential occupants located in the Project Area.

IX. Regulatory Controls and Permits

A. Zoning

The predominant portion of the Site is currently located within an M-1 district, a restricted manufacturing district, with a maximum floor area ratio ("FAR") of 1.0. A small portion of the Site is currently located with an M-2 district, a restricted manufacturing district, with a maximum FAR of 2.0. The Site is also located in the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Site is located within the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. The proposed development of Ruggles Center will require exceptions and conditional use permits under the following Articles of the Zoning Code: Article 8 (Regulation of Uses), Article 13 (Dimensional Requirements), Article 15 (Building Bulk), Article 19 (Side Yards), Article 20 (Rear Yards), Article 21 (Setbacks), Article 24 (Off-Street Loading), Article 27E (Roxbury IPOD), and Article 34 (Interim Office Use Controls).

Appendix 25 sets forth a list of the anticipated zoning requests required for the development of Phase 1.

Because of the size of Ruggles Center and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the Applicant can rely, in order to ensure commitment to all elements of Ruggles Center and to ensure an orderly basis for proceeding with the development of Ruggles Center pursuant to the development plan for Phase 1 and one or more development plans for a subsequent Phase or Phases of Ruggles Center. Specific zoning requests will be sought in the context of the Development Plan for Phase 1 and one or more development plans for a subsequent Phase or Phases that may from time to time follow Master Plan approval. Subdivision of the Site is anticipated in connection with the development or financing of Ruggles Center. Accordingly, the land on which each building of Ruggles Center is located may need to be considered as a separate zoning lot, capable of being conveyed as such. Additional zoning requests will be necessary in connection with one or more development plans.

B. Permits

Attached as Appendix 26 is a tentative list of anticipated local, state and federal permits for Phase 1 which the Applicant at this time believes to be necessary in connection with the development of Ruggles Center. Appendix 26, however, is tentative and is subject to revision based upon changes to Phase 1 as a result of further design, environmental and other development review and further analysis of Phase 1 by the Applicant.

C. Employment Contract Compliance

1. Jobs--Boston Resident Preference

The Community Benefits Memorandum sets forth in detail the Applicant's employment plans, including, without limitation, its compliance with the requirements of the Boston Residents Jobs Policy.

2. Affirmative Action

The Applicant agrees that the Applicant shall not discriminate against any employee, applicant for employment, tenant or applicant for tenancy because of race, color, religious creed, national origin, age, or sex, and that the contractors and subcontractors for the Project will be required not to so discriminate. Further, the Applicant shall comply, and shall require such contractors to comply, in all other respects with the

"Equal Opportunity Compliance Policy" of the Authority under the supervision of the Authority's Compliance Officer.

D. MEPA

The Project is subject to the review requirements of the Massachusetts Environmental Policy Act ("MEPA"). Attached as Appendix 27 are copies of the Environmental Notification Form, the Certificate of the Secretary of Environmental Affairs on the Environmental Notification Form, a letter dated October 24, 1988 from the Authority to Mr. Stephen Davis of the MEPA unit, and the Certificate of the Secretary of Environmental Affairs on the DEIR.

X. Community Participation

A. Community Groups

The Venture has involved, and will continue to involve, the affected communities in the design and the development of Ruggles Center as well as in the planning of the community benefits program. The names, contacts and addresses of community groups and other organizations which, in the opinion of the Applicant, may be substantially interested in or affected by the proposed Project are as follows:

Name	Contact	Address
Parcel 18+ Development Task Force	Rev. Tony Bethel Chairman	P.O. Box 1048 Boston, MA 02119
Roxbury Neighborhood Council	Kenneth Wade Chairman	70 Dale Street Roxbury, MA 02119
Mission Hill Tenants Association	Hattie Dudley	81 Prentiss Street Roxbury, MA 02120
Whittier Street Tenant Task Force	Dorothy Taylor	180 Ruggles Street Roxbury, MA 02120
St. Cyprian's Church	Rev. Henry Brome	1073 Tremont Street Roxbury, MA 02120
United Neighbors of Lower Roxbury	Boyce Slayman	90 Windsor Street Roxbury, MA 02120
Madison Park Development Corporation	Danette Jones Executive Director	122 DeWitt Drive Roxbury, MA 02120
Whittier Street Neighborhood Health Center	Elmer Freeman Executive Director	20 Whittier Street Roxbury, MA 02120

Douglas Plaza	Richard Taylor President	Taylor Properties One Boston Place Suite 3400 Boston, MA 02108
Northeastern University Office of Community Affairs	Joseph Warren Director	334 Massachusetts Ave. Boston, MA 02115
National Centre of Afro- American Artists	Jackie Hall Development Consultant	165 Winthrop Road Brookline, MA 02146
Minority Developers Association	Lawrence Smith President	c/o Property Development Services 75 Alphonsus Street Boston, MA 02120
Roxbury Multi-Service Center	Shirley Carrington Executive Director	317 Blue Hill Avenue Boston, MA 02121
Cooper Community Center		1990 Washington St. Boston, MA
Medical Area Service Corp. (MASCO)	Rick Shea	333 Longwood Avenue Boston, MA 02125
Dimock Community Health Center	Jackie Jenkins-Scott	55 Dimock Street Roxbury, MA 02119
Dudley Merchants Assoc.	Ron Gary	c/o Tropical Foods 2107 Washington St. Roxbury, MA 02119
Contractor Association of Boston	Walter Williams	270 Roxbury Street Roxbury, MA 02119
Community Development Coordinating Council	Linda Mayo-Perez	108 Lincoln Street Boston, MA 02111
Roxbury Action Program	Lloyd King	10 Linwood Avenue Roxbury, MA 02119
Greater Roxbury Community Development Corporation	Franklin Walker	90 Warren Street Roxbury, MA 02119
Community Development Corp. of Boston	Marvin Gilmore	801 Albany Street Roxbury, MA 02119
United South End/ Lower Roxbury Development Corporation	Val Hyman	32 Rutland Street Boston, MA 02118

B. Meetings

The Project has been subject to extensive review by state agencies, community organizations and public interest groups in Roxbury for approximately three years. A list of meetings held with interested parties and proposed in the future is attached hereto as Appendix 28.

XI. Request for Findings, Determinations and Approvals

The Applicant hereby requests that the Authority make the following findings, determinations and approvals:

A. Approve the Master Plan and Development Impact Project Plan and the Development Plan and find that the Master Plan and Development Impact Project Plan and the Development Plan (i) conform to the general plan for the City of Boston as a whole; (ii) contain nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (iii) adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation and for a Development Impact Project Plan as set forth in the Zoning Code.

B. Authorize the Director to (i) petition the Zoning Commission of the City of Boston for approval of (a) Planned Development Area designation for the parcel of land which is the subject of the Master Plan and Development Impact Project Plan and (b) the Master Plan and the Development Plan for Phase 1 and (ii) execute in the name and on behalf of the Authority (a) a Cooperation Agreement with the Applicant concerning the carrying out of the development contemplated by this Application, (b) an Agreement under which the Applicant shall be responsible for a Development Impact Project Contribution and (c) all other agreements incidental thereto which may be executed in connection therewith (collectively (ii)(a),(b) and (c) are referred to as the "Agreements").

C. Specifically waive any procedural requirements of the Authority's Zoning Procedures for Master Plan/PDA dated March 19, 1986 with which this Application is not in conformity, and grant all approvals needed for the Master Plan and the Development Plan to be undertaken as herein set forth.

D. Determine that (i) the liability of the Applicant named herein shall be limited to its interest in Ruggles Center, or the applicable Phase thereof, as the case may be, the Applicant shall have no personal liability hereunder, and the Applicant shall not have any obligations hereunder with respect to carrying out the development of Ruggles Center except as specifically set out herein or in any contracts entered into as required hereby, and (ii) whenever in the future any notice, agreement, consent or any

other action is required of the Applicant hereunder, the same shall be treated as authorized and sufficient if given or taken by the Applicant.

E. Find that (i) the obligations of the Applicant pursuant to this Application are conditioned in all respects upon (a) the issuance, as applicable, to the Applicant of all permissions, variances, permits and licenses that may be required with respect to the construction, maintenance, and management of Ruggles Center and (b) the satisfaction of the conditions set forth in the Conveyance and Construction Agreement, whether or not the same are specified in the Application, and (ii) the Applicant shall not be held in any way liable for delays which may occur in the construction, repair and maintenance of the Project or failure to perform its obligations under this application, the Master Plan, the Development Plan, the Agreements or otherwise, by reason of scarcity of materials or labor, labor difficulties, changes in financing or leasing, damage by fire or other casualty or any other cause beyond the reasonable control of the Applicant.

We respectfully request the Authority to grant the requested Master Plan PDA designation and to approve the Development Plan for Phase 1 as expeditiously as possible.

XII. Appendices

The following appendices attached hereto are made a part of this Application:

1. Master Plan and Development Impact Project Plan for Planned Development Area No. 34
2. Development Plan for Planned Development Area No. 34
3. Title Report
4. Pro Forma Cost Estimate for development of Ruggles Center
5. Pro Forma Cost Estimate for operation of Ruggles Center
6. Site Plans
 - A. Site Area Diagram
 - B. Proposed Apportion Plan 1
 - C. Existing Conditions Plans
 - D. Site Area Diagram Phase 1
 - E. Parcelization Plan for Phase 1
7. Owners and Abutters to Site

8. Use Chart
 - A. Ruggles Center
 - B. Phase 1
9. Aerial Views of Project Area
10. Photographs of Site and Neighborhood
11. Neighborhood Plan for Ruggles Center
12. Eye-Level Perspective for Ruggles Center
13. Master Plan Drawings
 - A. Site Plan
 - B. Plaza Plan
 - C. Parking Plan
 - D. Ground Floor Plan
 - E. Second Floor Plan
 - F. Typical Floor Plan
 - G. Building/Site Section
 - H. Tremont Street Elevation
 - I. Office Building 2 Elevation
 - J. Hotel Building Elevation
 - K. Building 1 and 4 Elevation
 - L. Columbus Avenue Elevation
14. Photographs of Ruggles Center Model
15. Phase 1 Neighborhood Plan
16. Phase 1 Eye-Level Perspective
17. Site Sections for Phase 1 Office Building
18. Photographs of Phase 1 Model
19. Site Plan for Phase 1
20. Phase 1 Preliminary Plaza Plan
21. Phase 1 Preliminary Office Building Plan
 - A. Ground Floor Plan
 - B. Second Floor Plan
 - C. Typical Floor Plan
 - D. Building Section
 - E. Tremont Street Elevation
 - F. Plaza Elevation
 - G. Columbus Avenue Elevation
 - H. North Elevation

22. Phase 1 Preliminary Garage Plan (including Site Section for Garage)
23. Dimensional Requirements for Phase 1
24. Memorandum of Understanding
25. Anticipated Zoning Requests for Phase 1
26. Tentative List of Anticipated Local, State and Federal Permits
27. Environmental Materials
 - A. Environmental Notification Form
 - B. Certificate of Secretary of Environmental Affairs
 - C. Letter dated October 24, 1988 from BRA to Stephen Davis
 - D. Certificate of the Secretary of Environmental Affairs on the Draft Environmental Impact Report
28. List of Community Meetings

APPENDIX 1

MASTER PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN
FOR PLANNED DEVELOPMENT AREA NO. 34
RUGGLES CENTER

BOSTON REDEVELOPMENT AUTHORITY

June ___, 1989

MASTER PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Master Plan: Pursuant to Section 3-1A of the Boston Zoning Code (the "Code"), this Plan sets forth a statement of the development concept for the improvement of Southwest Corridor Parcel 18 in Roxbury (the "Project"), including the planning objectives and character of the Project, the proposed uses of the area, the range of dimensional requirements contemplated for each of the proposed uses, the proposed density, and the proposed construction program for the Project. A development plan will also be submitted on even date herewith setting forth information on the first phase of the Project ("Phase 1") and requesting specific zoning exceptions and conditional use permits required for the development of Phase 1. It is anticipated that one or more additional development plans for subsequent phases will be submitted in the future setting forth further information on the Project and requesting specific zoning exceptions and conditional use permits required for the development of such phases.

Developer: Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Location and Description of Property: The parcel of land described in Exhibit A attached hereto and containing approximately 5.10 acres (the "Site").

Planning Objectives and Character of Development: The Project involves an unparalleled revitalization and transformation of an undeveloped parcel of land along the Southwest Corridor. The Project will consist of the construction of a mixed-use development including one or more of the uses set forth in the use

chart attached hereto and incorporated herein as Exhibit B (the "Use Chart").

It is currently contemplated that up to five major buildings will be constructed on the Site in a phased development sequence. The buildings will be multi-story and will be constructed primarily of brick and pre-cast concrete panels and granite details. Although the uses of each of the major buildings have not been finally determined, there will be no uses of the major buildings other than as set forth in the Use Chart and other than as permitted in any subsequently approved development plan for the Project or phase thereof. Three of these buildings, to be situated along Tremont Street, would house primarily office and ground level retail space. A fourth building, also to be situated along Tremont Street, would house primarily either hotel or office space and ground level retail space. A fifth building, to be situated along Columbus Avenue Extension, would house primarily retail space and/or parking on the ground floor and multiple levels of above-grade parking providing a maximum of 735 parking spaces. The five buildings will contain no more than 1,220,000 square feet of gross floor area. The Project may also include a parking garage to be located below-grade and to provide an estimated 350 parking spaces.

A central plaza on axis with the principal facade of Ruggles Station will be the focal point of the Project. The boundaries of the plaza are set forth on the plaza plan attached hereto and incorporated herein as Exhibit C. The plaza will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement"). With a series of retail uses and building lobbies opening onto the plaza coupled with the Ruggles Station entrance, it is anticipated that the plaza will become a hub of pedestrian activity. Additional building entries and retail uses planned along Columbus Avenue Extension, Tremont Street, Melnea Cass Boulevard and Ruggles Street are expected to make the Project a lively and attractive place for shopping. The ground plane of the plaza will be a combination of brick paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting, public pathways and gathering places. The plaza will not only enhance the Project but will also serve transit riders as well as the general public. The proposed range of shops and stores, the restaurants and cafes, the proposed

hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment for area residents and the larger community as well.

The Developer will also improve that portion of Columbus Avenue Extension located within the Site (the "Way") and the sidewalks abutting the buildings located in the Site as more particularly set forth in the Conveyance and Construction Agreement.

The Project involves an unprecedented addition to the infrastructure and public amenities of Roxbury and the Southwest Corridor. The Master Plan is intended to facilitate the expansion of Boston's city fabric to the Site in order to relieve the development congestion that is occurring in the existing downtown area. Further, the Project is ideally situated for both local and regional public transit access. The Project is expected to reinforce the directional movement on Tremont Street and Columbus Avenue Extension and preserve existing bus patterns along Ruggles Street. Located immediately adjacent to Ruggles Station, the Project will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes. Even the roadway access is well-situated to the major highway system, as access to the Massachusetts Turnpike (I-90) and the Central Artery (I-93) is nearby, without long travel distances on local streets. The exceptional public transportation and automobile access to the Site, together with the nearby cultural facilities and major institutions, such as museums, universities and hospitals, position the Site as the anchor of a newly emerging neighborhood center and gateway into the heart of Boston.

Because of the size of the Project and the proposed phased development sequence, it is necessary at this time to establish an approved Master Plan, upon which the Applicant may rely in order to ensure commitment to all elements of the Project and to ensure an orderly basis for proceeding with development of the Site pursuant to the development plan for Phase 1 and one or more additional development plans for a subsequent phase or phases of the Project.

Conceptual plans of the Project are attached hereto and incorporated herein as Exhibit D. The plans are attached for illustrative purposes only and are subject to final design, environmental and other development review. It is anticipated that additional plans of the Project will be submitted with the development plan for Phase 1 and the development plan or plans for any subsequent phase or phases of Ruggles Center.

Proposed Uses: The Site may include one or more of the uses set forth in the Use Chart attached hereto and incorporated herein as Exhibit B.

Range of Dimensional Requirements Contemplated for Each Proposed Use: Table 1 provides information on various uses proposed in connection with the Project.

TABLE 1

<u>Use</u>	<u>Range of Dimensions</u> ^A
Hotel (if any)	180,000 to 190,000 square feet of gross floor area
Office/Research and Development/ Institutional/ Educational	650,000 to 725,000 square feet of gross floor area ^B
Retail/Day Care	45,000 to 55,000 square feet of gross floor area
Open Space	100,000 to 110,000 square feet
Below-Grade Parking (if any)	135,000 to 145,000 square feet of gross floor area (325 to 350 parking spaces)
Above-Grade Parking	220,000 to 250,000 square feet of gross floor area (640 to 735 parking spaces)

Notes to Table 1:

A. All the figures set forth in Table 1 are approximate and are subject to change. Each phase of the Project will require the submission of a development plan. Therefore, the figures set forth in Table 1 may change in a manner consistent with subsequently approved development plans and will be subject to design, environmental and other development review for each respective phase of the Project. Changes, if any, will be reflected in the development plan or plans for any subsequent phase or phases of the Project.

B. If a hotel is not developed on the Site, the number of square feet devoted to office/research and development/institutional/educational use will increase and will range from 830,000 to 915,000 square feet of gross floor area.

Proposed Phasing of Construction: Construction of Phase 1 is expected to begin in October of 1989, with completion of the first building in the Project anticipated by June 1991. It is estimated that the subsequent buildings will be constructed during the period 1991 to 1996 (the "Estimated Completion Date"). The Estimated Completion Date may reasonably be extended by changed conditions beyond the reasonable control of the Developer applicable to Ruggles Center including, without limitation, changes in financing, leasing or construction markets, or inability to obtain or conditions imposed in connection with any governmental approvals, permits, licenses, variances, exceptions or legal requirements, and the like. Each building may be financed independently of other buildings and the land on which each building is located may need to be considered as a separate zoning lot capable of being mortgaged or conveyed as such. It is anticipated that one or more additional development plans will be submitted for each phase of the Project following approval of this Master Plan and the development plan for Phase 1.

Development Impact Project Contribution: As required under Section 26A-3 of the Code, the Developer will enter into a Development Impact Project Agreement (the "DIP Agreement") with the Boston Redevelopment Authority (the "Authority") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Contribution Grant"), (ii) the creation by the Developer of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-2(3) as the "Housing Creation Option"), or (iii) some combination of items (i) and (ii) above.

At the present time, it is anticipated that the DIP Contribution for the Project will be satisfied solely in the form of the Housing Creation Option subject to the approval of a Housing Creation Proposal by the Authority and the Neighborhood Housing Trust with input from the Chinatown and Roxbury communities. The DIP Contribution for the Project (based upon the maximum development permitted hereunder) will be approximately

\$4,500,000. The DIP Contribution shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement. In the event that a Housing Creation Proposal is not approved by the Neighborhood Housing Trust and the Authority, the Applicant shall pay the DIP Contribution in accordance with the Housing Contribution Grant provisions of the DIP Agreement entered into by and between the Authority and the Applicant.

As required under Section 26B-3 of the Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. It is anticipated that the Jobs Contribution Grant for the Project (based upon the maximum development permitted hereunder) will be approximately \$900,000. The Jobs Contribution Grant shall be payable at the times, in the manner and under the conditions specified in the DIP Agreement.

Zoning: The predominant portion of the Site is currently zoned M-1, a restricted manufacturing district, with a maximum floor area ratio ("FAR") of 1.0. A small portion of the Site is currently zoned M-2, a restricted manufacturing district, with a maximum FAR of 2.0. The Site is also located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Master Plan provides for an overall FAR for the Site of 5.5 based upon the ratio of 1,220,000 square feet of gross floor area of proposed development (not including below-grade parking), to the total land area included in the Site of approximately 222,295 square feet, or approximately 5.10 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the plaza, open space, sidewalks, related roadways and other public areas, the actual FAR of the Project may be larger because such areas may be excluded from the area of the "lot" upon which FAR is calculated pursuant to the Code. Since the Project will be subdivided pursuant to several development plans after the development plan for Phase 1, particular components of the Project, analyzed separately, may have a different FAR. The total development (not including below-grade parking), however, will not exceed 1,220,000 square feet of gross floor area.

In order to construct the Project, it is anticipated that exceptions and conditional use permits under the Code will be required including, without limitation, exceptions and conditional use permits under the following Articles of the Code: Article 8 (Regulation of Uses), Article 13 (Dimensional Requirements), Article 15 (Building Bulk), Article 19 (Side Yards), Article 20

(Rear Yards), Article 21 (Setbacks), Article 24 (Off-Street Loading), Article 27E (Roxbury IPOD), and Article 34 (Interim Office Use Controls).

Projected Number of Employees: It is anticipated that the Project will generate approximately 2,000 construction jobs and provide approximately 3,000 permanent jobs.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Once constructed, the plaza will extend northerly from Tremont Street to the entrance of Ruggles Station. Within the plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for the Project will be off Columbus Avenue Extension and the northwest edge of the plaza. In addition, appropriate drop-offs for the proposed hotel will be provided as necessary. The public plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the costs of constructing the plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: An above-grade parking garage will be constructed on the Site. The Project may also include a parking garage to be located below-grade. Off-street loading facilities will be provided as necessary to accommodate the buildings in the Project.

Access to Public Transportation: The Site is located in Roxbury and immediately adjacent to the Ruggles Station. The Site will be served by the Orange Line, the Commuter Rail and numerous MBTA bus routes.

Public Benefits: The Project is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The Project is critically important to the revitalization of the Southwest Corridor. The new buildings and infrastructure will visually and symbolically mark this significant development. In addition, the proposed range of shops and stores, restaurants and cafes, the proposed hotel, and the proposed office buildings and other proposed uses are expected to provide job opportunities, services and entertainment resources for area residents and the larger community as well.

The approval of the requested Master Plan PDA designation makes possible the development of the Project in an area which may not otherwise attract development. The development of the Project will serve as the anchor to rebuild a new service-oriented neighborhood economy in Roxbury and act as a catalyst to raise living standards of residents through the creation of new jobs and community development programs, the expansion of the local economy and the creation of a vital new local market. Furthermore, the development of the Project will stimulate additional development and inner city renewal in Roxbury and the Southwest Corridor.

Additional public benefits will be realized because of this Site's inclusion in the Program. These benefits include contributions to a proposed community development fund, the promotion of employment, job training and job creation programs designed specifically to benefit minorities and women, a contribution to the Parcel 18+ Development Task Force as a planning grant, the establishment of a challenge grant to develop minority capacity to obtain management level positions in the real estate industry, the utilization of minority and women business enterprises for contracts related to the development of the Project, the provision of technical assistance to minority and women business enterprises, the construction of child care facilities, the contribution of housing linkage payments to create housing in Roxbury, and the continued assistance to and commitment to involve the Roxbury community in planning the community benefits programs. The public benefits are described in detail in a Memorandum of Understanding currently being negotiated by and among the Boston Redevelopment Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture, a copy of which is attached hereto and incorporated herein as Exhibit E (the "Community Benefits Memorandum"). The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A

SITE

SITE

The tract of land in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and the southerly side of the Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, as shown on a plan entitled "Site Area Diagram" for the Ruggles Center redevelopment project by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Begin at the point of curvature located on the edge of traveled way situated S46-20-24W and 16.13' from a stone bound at the northwesterly corner of the Right of Way intersection of said Melnea Cass Boulevard and said Tremont Street.

Thence Southerly along the edge of traveled way by a curve forming the junction of said Melnea Cass Boulevard and said Tremont Street, 31.75' to the point of a compound curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street, 159.49' to a point of tangency.

Thence S58-20-30W continuing along the edge of the traveled way by said Tremont Street 301.74' to a point of curvature.

Thence Southwesterly on a curve along the edge of traveled way of said Tremont Street 52.44' to a point of tangency.

Thence S55-54-24W continuing along the edge of traveled way by said Tremont Street 169.86' to a point of curvature.

Thence Northwesterly on a curve along the edge of traveled way forming the junction of said Tremont Street and said Ruggles Street 40.42' to a point of tangency.

Thence N31-26-43W along the edge of traveled way of the said Ruggles Street 187.25' to an angle point.

Thence N49-05-07E along the MBTA Southwest Corridor Parkland Easement 25.26' to a point of curvature at the Playground Easement.

Thence Northeasterly on a curve along the said Playground Easement 152.69' to a point of tangency.

Thence S77-48-07E along the said Playground Easement 16.00' to an angle point.

Thence N49-21-14E along the said Parkland Easement 45.15' to a point of curvature.

Thence Northeasterly on a curve along said Parkland Easement 119.16' to a point of tangency.

Thence N41-45-59E along the said Parkland Easement 3.76' to an angle point.

Thence N32-48-07W along a line, crossing the said Parkland Easement 22.82' to an angle point on the said Parkland Easement.

Thence N41-45-58E along the said Parkland Easement 131.06' to an angle point.

Thence N78-15-00W along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E along the said property line of Parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W along the property line of Parcel 18-2 and along the extension of said Property Line 9.43' to an angle point on the edge of traveled way of the MBTA Bus Lane.

Thence N41-45-58E along the edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence Northeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E along the edge of traveled way of said MBTA Bus Lane 15.44' to a point of curvature.

Thence Southeasterly on a curve along the edge of traveled way of said MBTA Bus Lane 26.00' to a point of tangency.

Thence S36-17-18E along the edge of the traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence Southeasterly on a curve along the edge of the traveled way of the said Melnea Cass Boulevard 12.06' to a point of tangency.

Thence S50-10-56W along the said Parkland Easement 18.48' to an angle point.

Thence S36-14-34E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 80.64' to an angle point.

Thence S36-17-12E along the edge of traveled way on the southerly side of said Melnea Cass Boulevard 215.82' to the point of the beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc. has a total area of 222,295.9 SF or 5.10 acres.

EXHIBIT B

USE CHART

PROPOSED USES
FOR RUGGLES CENTER

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).
33	Fire station; police station.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink

is served to, or consumed by, persons while seated in motor vehicles.

- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
- 39A Clinic not accessory to a main use.
- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station or laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 54 Wholesale business, including accessory storage (other than of flammable liquids, gases and explosives) in roofed structures.
- 56 Warehouse.
- 60 Car wash.

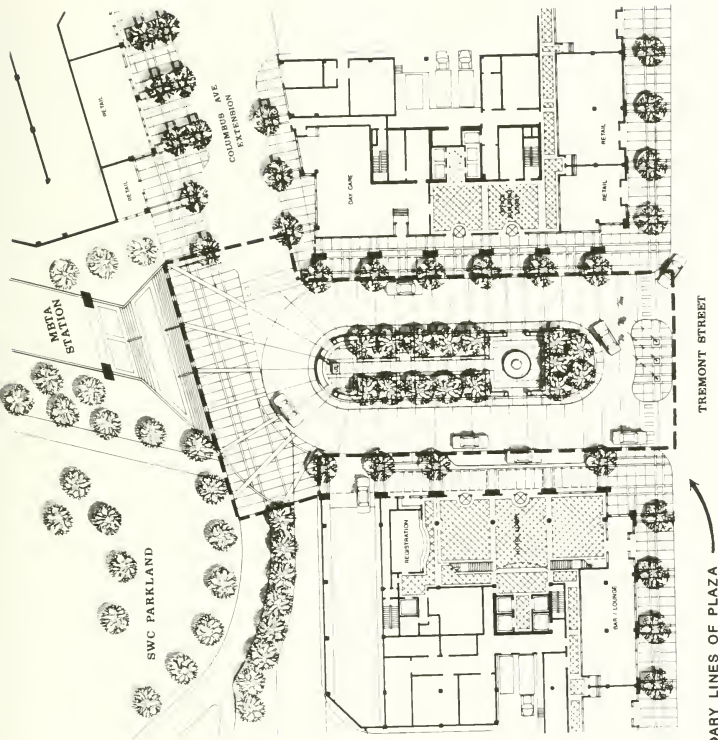
- 68 Manufacture or repair of various products, including, without limitation:
- Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 72A As an accessory use subject to the limitations and restrictions of Article 10, a swimming pool or tennis court not within a required front yard.
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
- 81 As an accessory use subject to the limitations and restrictions of Article 10, the manufacture, assembly or packaging of products sold on the lot.
- 85 As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.
- 86 As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines:
- a. in a private club or similar noncommercial use.
 - b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed.
 - c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts.
18	Trade, professional or other school.
19	Machine shop or other noise activity accessory to a school, college or university.
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club (including quarters of fraternal organizations) operated for members only.
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).

- 40 Real estate insurance or other agency
office (conditional through April 28,
1990).
- 41 Office building, post office, bank or
similar establishment (conditional
through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, or across
the street from, but in the same district
as, a lawful use to which it is ancillary
and ordinarily incident and for which it
would be a lawful accessory use if it
were on the same lot; any such use on
such a lot in another district unless
such use is a use specifically forbidden
in such other district.
- 72 As an accessory use, a garage or parking
space for occupants, employees,
customers, students and visitors.
- 77 As an accessory use subject to the
limitations and restrictions of Article
10, the keeping of laboratory animals
incidental to an educational or
institutional use.
- 78 As an accessory use subject to the
limitations and restrictions of Article
10, in hotels with more than fifty
sleeping rooms, newsstand, barber shop,
dining room and similar services
primarily for the occupants thereof, when
conducted wholly within the building and
entered solely from within the building.
- 84 As an accessory use subject to the
limitations and restrictions of Article
10, any nonresidential use lawful in a I
district.

EXHIBIT C
PLAZA PLAN



PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

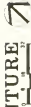
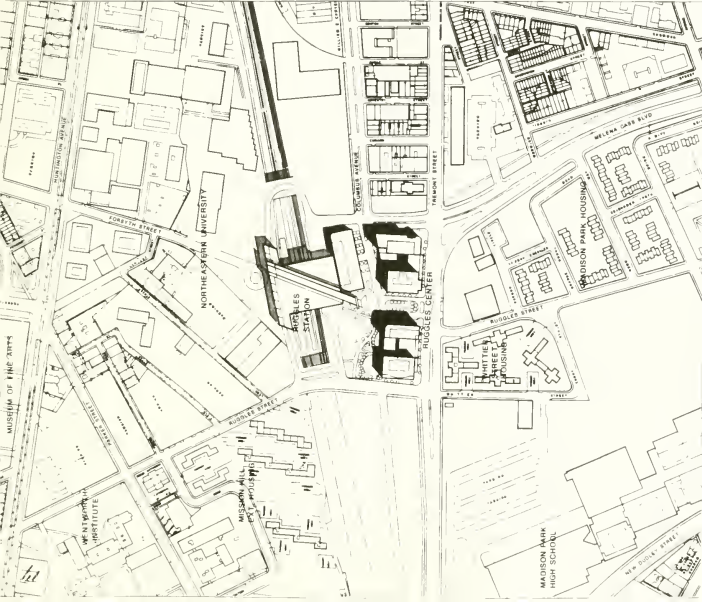


EXHIBIT D

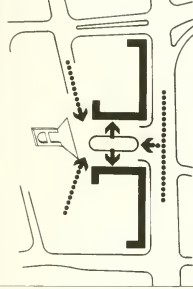
CONCEPTUAL PLANS

1. PERSPECTIVE
2. URBAN DESIGN PRINCIPLES
3. SITE PLAN
4. GROUND FLOOR PLAN
5. PLAZA PLAN
6. BUILDING SITE SECTION
7. GARAGE PLAN

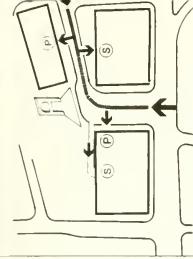


NEIGHBORHOOD PLAN

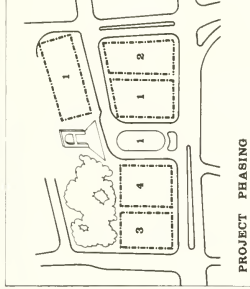
URBAN DESIGN PRINCIPLES



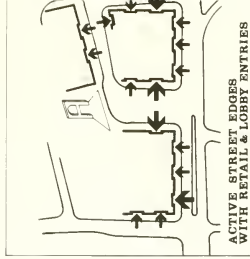
PLAZA AS NEIGHBORHOOD CENTER



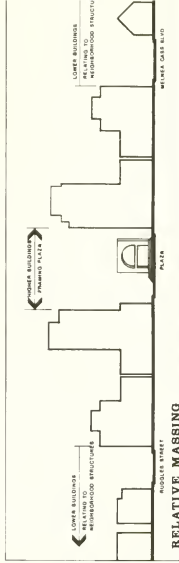
LIMITED VEHICULAR ACCESS



PROJECT PHASING



ACTIVE STREET EDGES
WITH RETAIL & LOBBY ENTRIES



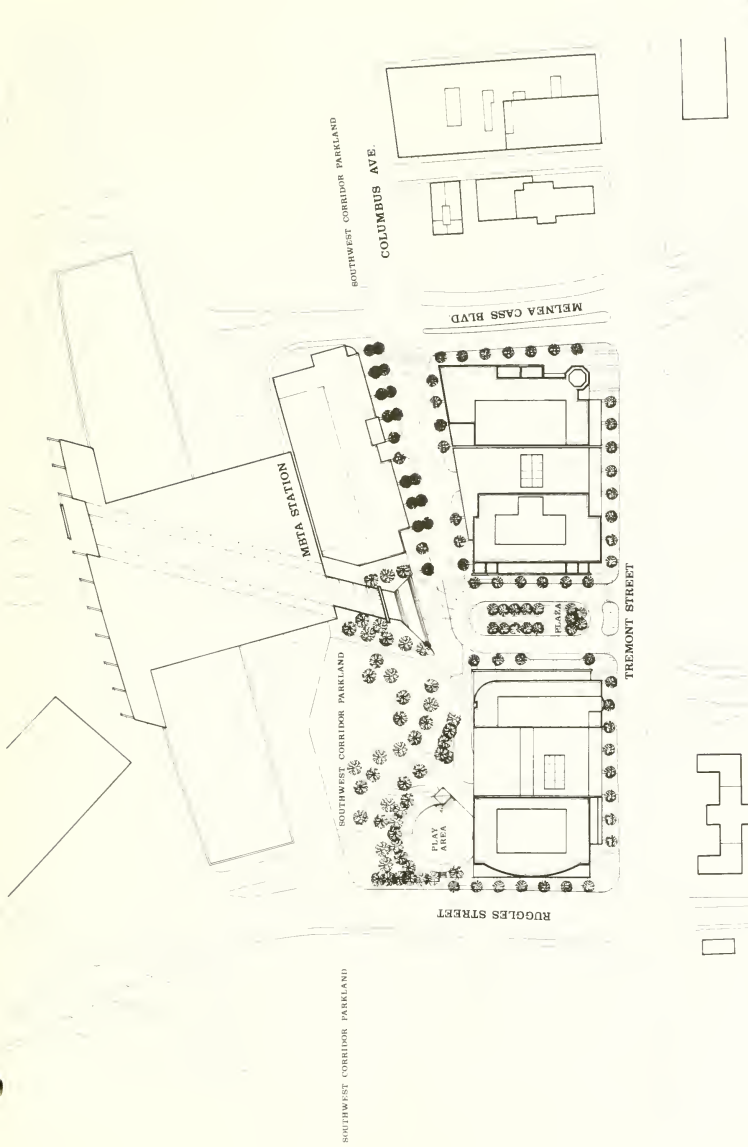
RELATIVE MASSING

DEVELOPMENT CONCEPTS

RUGGLES CENTER METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

SITE PLAN/
OPEN SPACE PLAN



JUNE 1, 1989

OFFICE BUILDING

OFFICE BUILDING

PLAZA

HOTEL

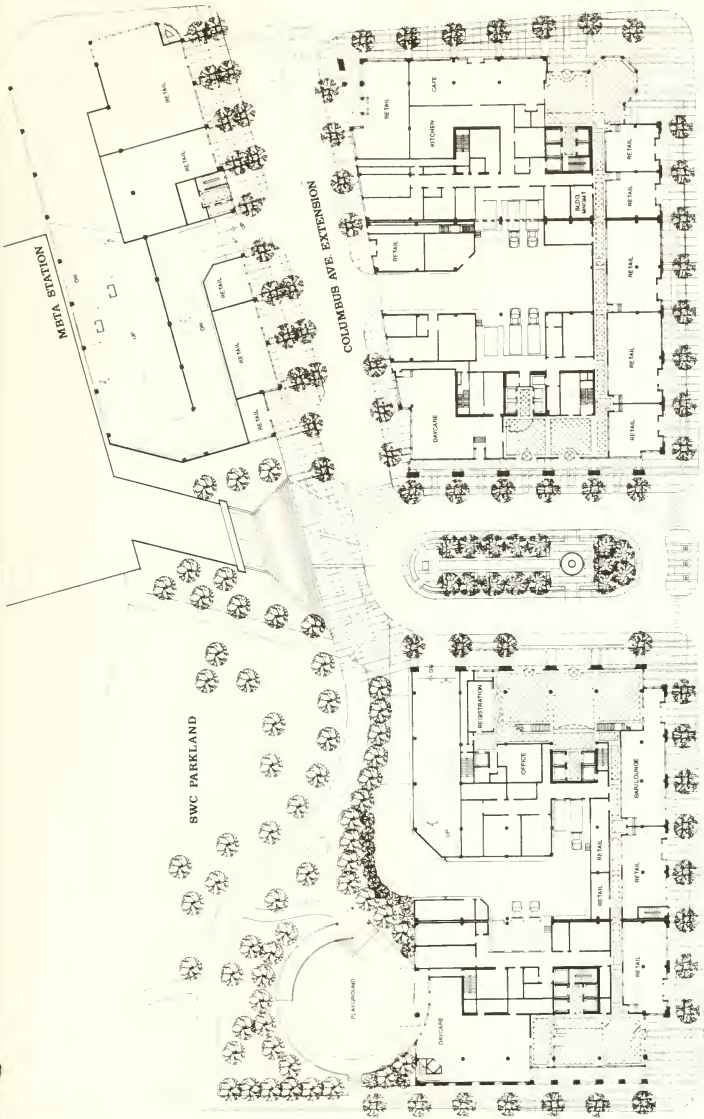
OFFICE BUILDING

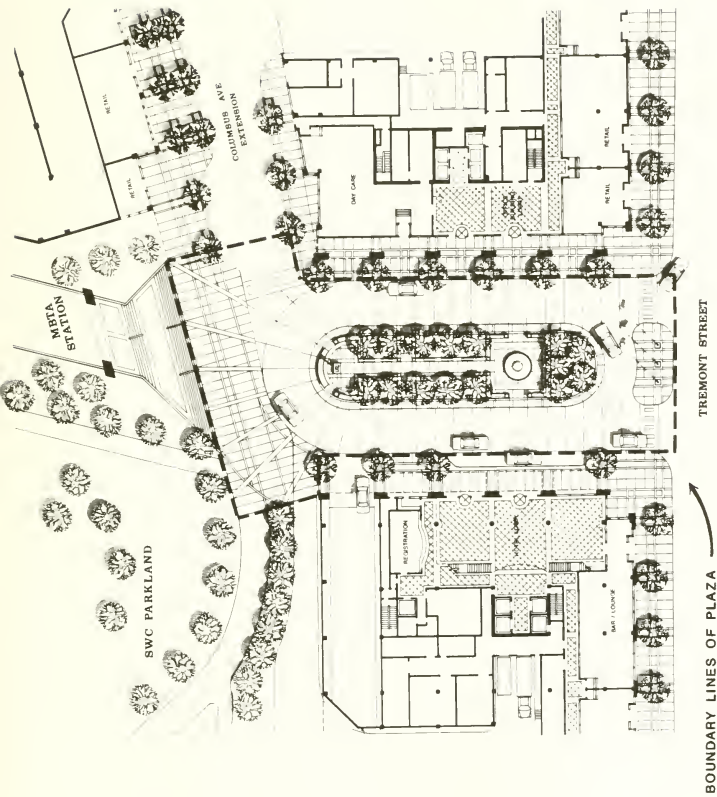
GROUND FLOOR PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC ARCHITECTS AND PLANNERS



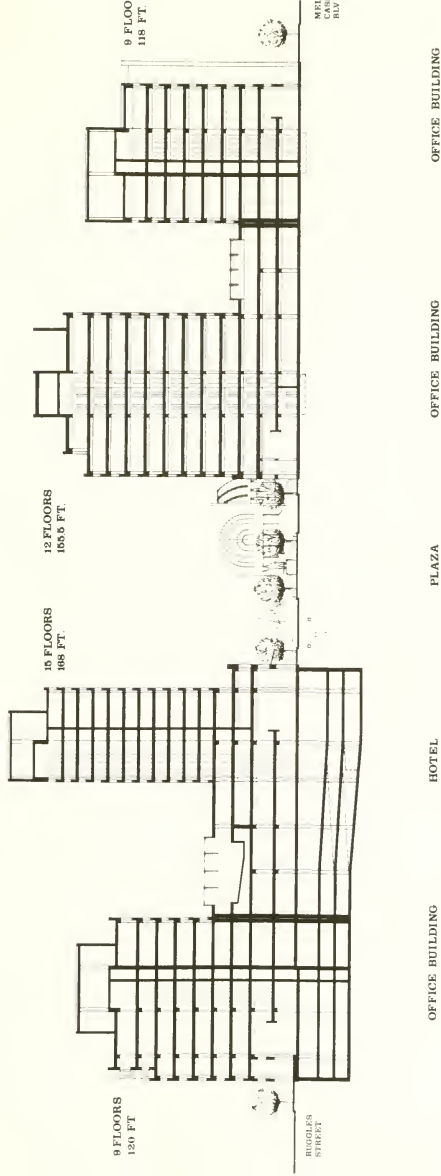


PHASE I: PLAZA PLAN

RUGGLES CENTER METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

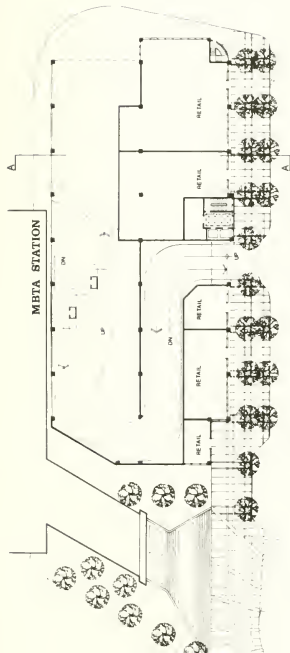
JUNE 1, 1968



BUILDING / SITE SECTION

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



GROUND FLOOR PLAN

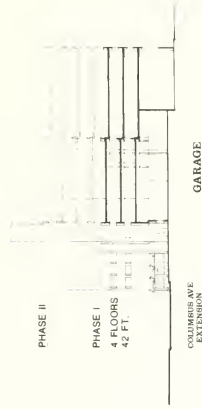
FOURTH FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	230 CARS
PHASE II	330 CARS
TOTAL	560 CARS



SECOND & THIRD FLOOR PLAN



CROSS SECTION A-A

PHASE I: PARKING GARAGE

RUGGLES CENTER METROPOLITAN/COLUMBIA PLAZA VENTURE STULL & LEE INC ARCHITECTS AND PLANNERS

JUNE 1, 1989

EXHIBIT E

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this _____ day of _____, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel; and

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").
- (ii) \$2,000,000 to be paid no later than the date on which a building permit for the substantial construction of One Lincoln Street is obtained; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of the underground garage shall constitute a permit for substantial construction (the "KBE Building Permit Date");
- (iii) \$8,000,000 to be paid in ten (10) equal annual installments of \$800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale

prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (ii), the then present value based upon a discount rate of eight and one half percent (8½%) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.

- (b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").
- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV

does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =

Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:

Net Resale Proceeds = Resale Proceeds -
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All other sums payable under this subparagraph (b) shall be payable until the applicable Phase Sale and thereafter no further sums shall be due or payable hereunder as to such Phase.
- (vi) Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).
- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in

accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front no later than the KBE Building Permit Date and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the KBE Building Permit Date at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front at the time of issuance of a building permit for the substantial construction of the applicable Phase and discounted to net present value; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of any building or the underground garage, if any, included in the Phase shall constitute a permit for substantial construction (the "Phase Building Permit Date").

If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet.

If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts.

With respect to One Lincoln Street, the first installment of the Jobs Payment shall occur no later than the KBE Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment. With respect to each Phase of Ruggles Center, the first installment of the Jobs Payment shall occur at the applicable Phase Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;
2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;

3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

- (i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;
- (ii) assign responsibility to a member of the management staff to serve on a liaison committee to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 13 hereof), which liaison committee will monitor compliance with the provisions of paragraph 4 of this Memorandum of Understanding;
- (iii) notify the appropriate City agency of employment opportunities at their respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;
- (iv) notify tenants of their respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program; and

- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100 child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities

to include the finish, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place \$1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place \$1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Child Care Plan. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Child Care Plan.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each Project. In addition, when the Community Development Fund is established (as described in Part A, Section 1 above), should a business facilitator, if any, be hired from the proceeds thereof, KBJV and RCJV will work with such business facilitator. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

8. One Hundred Thousand (\$100,000) Dollar Challenge Grant.

MCPV has contributed Twenty-Four Thousand (\$24,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will total One Hundred Thousand (\$100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council.

KBJV's obligation under this Paragraph 8 shall terminate upon full payment to the Neighborhood Council and the Task Force of the \$76,000 remaining to be paid hereunder.

9. Four Hundred Thousand (\$400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand (\$400,000) Dollar challenge grant ("400,000 challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand (\$400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the \$400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release Conditions have been satisfied. In the event any of the \$400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of \$800,000 in

matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation hereunder shall terminate upon full payment of the \$400,000 challenge grant to the Authority or the Grant Recipients.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not require that RCJV and KBJV lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated by RCJV. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. Typically, businesses within an incubator are those that are able to share ideas and support services, such as reception and telephone answering, secretarial support, legal services, accounting, photocopy, messengers, conference rooms, computer and data processing, and office furniture. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. The parties hereto recognize, however, that the business incubator program will not succeed and RCJV will not have an obligation hereunder unless the Advisory Panel is able to secure a subsidy from private or public sources for such program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

13. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the

and a default with respect to any covenant as it relates to One Lincoln Street shall not constitute a default with respect to Ruggles Center, and a default with respect to Ruggles Center shall not constitute a default with respect to One Lincoln Street. Furthermore, a default with respect to one Phase of Ruggles Center shall not constitute a default with respect to any other Phase of Ruggles Center.

E. Severability. If any term or provision of this Memorandum of Understanding, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Memorandum of Understanding, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Memorandum of Understanding shall be valid and shall be enforced to the extent permitted by law.

F. Governing Law. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

G. Expiration. Obligations of KBJV hereunder shall terminate upon the issuance of the KBE Certificate of Occupancy, unless sooner terminated by the provisions hereof. Obligations of RCJV hereunder shall terminate upon the issuance of the applicable Phase Certificate of Occupancy, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV:

Kingston Bedford Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

RCJV: Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment
Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown Neighborhood
Council

Chinatown Neighborhood Council
31 Beech Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the Sale and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and thereunto duly authorized as of the day and year first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By:

Stephen Coyle, Director

RUGGLES CENTER VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18 TASK FORCE

By: _____

CHINATOWN NEIGHBORHOOD COUNCIL

By: _____

APPENDIX 2

DEVELOPMENT PLAN NO. 34

BOSTON REDEVELOPMENT AUTHORITY

June __, 1989

DEVELOPMENT PLAN
for
PLANNED DEVELOPMENT AREA NO. 34

Bounded by Ruggles Street, Tremont Street,
Melnea Cass Boulevard and Land Owned by the
Massachusetts Bay Transportation Authority

Development Plan: On even date herewith, the Boston Redevelopment Authority (the "Authority") approved a Master Plan and Development Impact Project Plan (the "Master Plan") for the development of Southwest Corridor Parcel 18 in Roxbury ("Ruggles Center") pursuant to Section 3-1A of the Boston Zoning Code (the "Code"). In accordance with Section 3-1A of the Code, this development plan sets forth information on the development of the first phase of Ruggles Center ("Phase 1") including the proposed location and appearance of structures, open spaces and landscaping, the proposed uses of Phase 1, the proposed dimensions of structures, the proposed densities, the proposed traffic circulation, parking and loading facilities, access to public transportation and other major elements of Phase 1 (the "Development Plan"). This Development Plan represents a stage in the planning process for the improvement of Ruggles Center between the Master Plan stage and the stage at which final plans and specifications for Phase 1 (the "Phase 1 Final Plans and Specifications") are submitted to the Authority pursuant to Section 3-1A of the Code for final design review approval and certification as to consistency with this Development Plan. This Development Plan consists of 5 pages of text and tables plus attachments designated Exhibits A through I. All references to this Development Plan contained herein shall pertain only to such 5 pages and attachments. Exhibits A through I are subject to final design, environmental and other development review. Any references or depictions of buildings or other improvements not included in the development of Phase 1 are included in the Exhibits for illustrative purposes only.

Developer: The developer of Phase 1 is Ruggles Center Joint Venture, a Massachusetts general partnership, consisting of Metropolitan Structures, an Illinois general partnership, Columbia Plaza Associates, a Massachusetts general partnership, and Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership, its successors and assigns (the "Developer").

Site: The parcel of land described in Exhibit A attached to this Development Plan and containing approximately 2.96 acres (the "Phase 1 Site").

Proposed Location and Appearance of Structures: Phase 1 of Ruggles Center involves the construction and development of three distinct elements of the Master Plan: a plaza, an office/retail building and a free-standing parking garage. As part of the development of Phase 1, the Applicant will improve the portion of Columbus Avenue Extension located in Phase 1 (the "Way") and the sidewalks abutting the office/retail building and the free-standing parking garage in accordance with the provisions of the Conveyance and Construction Agreement currently being negotiated by and among the Boston Redevelopment Authority, the Massachusetts Bay Transportation Authority and Ruggles Center Joint Venture (the "Conveyance and Construction Agreement").

A twelve (12) story office/retail building (the "Office Building") will be located along Tremont Street and adjacent to the eastern boundary of the Plaza (as described below) and is designated as "Office Building" on the plan attached to this Development Plan as Exhibit B. An above-grade parking garage with ground level retail uses and/or parking (the "Garage") containing no more than seven (7) stories and up to 640 parking spaces will also be constructed. The Garage may be built in phases. The Garage is to be situated along Columbus Avenue and is designated as "Garage" on the plan attached to this Development Plan as Exhibit B. The final locations and configurations of the Office Building and Garage are subject to final design, environmental and other development review.

In keeping with the traditional building materials employed in Boston, the facades of the Office Building and the Garage shall be constructed primarily of brick and pre-cast concrete panels and granite detailing. The Office Building and the Garage shall have heights and gross floor areas consistent with those set forth in the dimensional chart attached hereto as Exhibit C as such may be affected by changes to Phase 1 resulting from further design, environmental and other development review. The elevations attached to this Development Plan as Exhibit D illustrate the general appearance of the Office Building presently proposed for Phase 1. The elevations attached to this Development Plan as Exhibit E illustrate the general appearance of the Garage presently proposed for Phase 1. The elevations for the Office Building and the Garage are subject to final design, environmental and other development review.

Construction of the first building in Phase 1 is expected to begin in October of 1989, with completion of the Office Building and the Garage anticipated by June 1991 (the "Estimated Completion Date"). The Estimated Completion Date may be reasonably extended by the Developer because of changed conditions beyond the reasonable control of the Developer applicable to Phase 1 including, without limitation, changes in financing, leasing or construction markets, or inability to obtain or conditions imposed in connection with any governmental approvals, permits, licenses, variances, exceptions or legal requirements, and the like.

Open Spaces and Landscaping: A plaza (the "Plaza") will be constructed on axis with the principal facade of Ruggles Station. The Plaza will be the focal point of Ruggles Center for pedestrians entering the Plaza from Ruggles Station and Tremont Street. The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured and the Plaza, once constructed, will extend northerly from Tremont Street to the entrance of Ruggles Station. The ground plane of the Plaza will be a combination of brick paving and granite accent strips with metal tree grates, a fountain, public art, lighting and sturdy decorative seating. Trees and shrubs will be used to soften and make inviting public pathways and gathering places. With a series of retail uses and building lobbies opening onto the Plaza coupled with the Ruggles Station entrance, it is anticipated that the Plaza will become a hub of pedestrian activity. The Plaza will not only enhance Phase 1 but will also serve transit riders as well as the general public. The Plaza and related roadways and sidewalks, including the "kiss and ride turn-around", will be constructed by the Developer for the benefit of the general public, subject to the receipt by the Developer of a grant from the City for the cost of constructing the Plaza and the improvements thereto and subject to the provisions of the Conveyance and Construction Agreement. The Way and the sidewalks abutting the Office Building and the Garage located in the Phase 1 Site will also be constructed by the Developer in accordance with the provisions of the Conveyance and Construction Agreement. The ground plane of the Way will be paved with asphalt and the sidewalks will be a combination of brick paving with granite accent strips.

The location of the Plaza is designated on the plan attached to this Development Plan as Exhibit F. The final location and configuration of the Plaza is subject to final design, environmental and other development review. The Way and sidewalks abutting the Office Building and the Garage are also set forth on the plan attached to this Development Plan as Exhibit F. The final locations and configurations of the Way and sidewalks are subject to final design, environmental and other development review.

Proposed Uses of Phase 1 Site: The proposed uses for Phase 1 include office, retail, above-grade parking, open space and other uses incidental or accessory to the foregoing. The uses of Phase 1 will be limited to those uses set forth in the use chart attached hereto and incorporated herein as Exhibit G.

Proposed Dimensions of Structures: Exhibit C provides the proposed dimensions of the Office Building and the Garage. Exhibit H, a copy of which is attached hereto and incorporated herein, sets forth a list of anticipated zoning requests required for the development of Phase 1.

Proposed Densities: The Phase 1 Site is presently zoned M-1, Restricted Manufacturing District, with a maximum floor area ratio ("FAR") of 1.0, and is located within the Roxbury Interim Planning Overlay District (the "Roxbury IPOD"). Within the Roxbury IPOD, the Phase 1 Site is located in the Parcel 18 Area and the Tremont Street Boulevard Planning District. In addition, the Phase 1 Site is located in the South End Urban Renewal Project Area and the Campus High School Urban Renewal Project Area. This Development Plan provides for an overall FAR for the Phase 1 Site of 3.7 based upon the ratio of 472,000 square feet of gross floor area of proposed development, to the total land area included in the Phase 1 Site of approximately 128,902 square feet, or approximately 2.96 acres. Because of the technical definitions of "gross floor area," "floor area ratio" and "lot area" in the Code and the construction of the Plaza, including the "kiss and ride turn-around", related roadways and sidewalks, the Way, open space, and other public areas, the actual FAR of Phase 1 may be larger because such areas may be excluded from the area of the "lot" upon which the FAR is calculated pursuant to the Code. Furthermore, in the event that the Phase 1 Site is subdivided, the FAR for particular components of Phase 1, analyzed separately, may have a different FAR. The total development in Phase 1, however, will not exceed 472,000 square feet of gross floor area.

Proposed Traffic Circulation: The present "kiss and ride turn-around" in front of the Ruggles Station entrance will be reconfigured to accommodate the Plaza and to maintain vehicular drop-off and pick-up in front of Ruggles Station. Within the Plaza, a central landscaped oval will be constructed in order to separate northbound and southbound traffic in the Plaza and a second smaller island adjacent to Tremont Street will also be constructed to separate turn-around plaza traffic from westbound traffic entering from or exiting onto Tremont Street. Service and parking access for Phase 1 will be off Columbus Avenue Extension and the northwest edge of the Plaza. In addition, appropriate drop-offs and short-term parking for the retail uses will be provided as necessary. The Plaza and related roadways and sidewalks, including the "kiss and ride turn-around" and the parking islands, will be constructed by the Developer for the benefit of the general public subject to the receipt by the Developer of a grant from the City for the costs of constructing the Plaza and the improvements thereof and subject to the provisions of the Conveyance and Construction Agreement.

Parking and Loading Facilities: Phase 1 will include an above-grade parking garage as set forth above. Loading bays and other loading facilities will be provided as set forth in Table 1. Phase 1 will include off-street grade-accessed loading to service the Office Building.

Access to Public Transportation: The Phase 1 Site is ideally situated for both local and regional public transit access. Phase 1 is expected to reinforce the directional movement on Tremont Street and Columbus Avenue and preserve existing bus patterns

along Ruggles Street. Located immediately adjacent to Ruggles Station, the Phase 1 Site will be served by the Orange Line, the Commuter Rail and local bus routes. Travel time from the Ruggles Station to downtown Boston via the Orange Line is under ten minutes.

Public Benefits: Ruggles Center is one of two sites in the Parcel-to-Parcel Linkage Program Project 1 (the "Program") being pursued by the City and the State. The Program encourages development in areas which might not otherwise attract development, encourages minority participation in real estate development and is designed to produce numerous benefits to the affected communities and the City.

The development of Phase 1 of Ruggles Center is critically important to the revitalization of the Southwest Corridor. The Office Building, the Garage and the Plaza will visually and symbolically mark the commencement of this significant development. The specific public benefits to be derived from Phase 1 are set forth in a Memorandum of Understanding currently being negotiated by and among the Authority, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, Ruggles Center Joint Venture and Kingston Bedford Joint Venture (the "Community Benefits Memorandum"), a copy of which is attached hereto as Exhibit I. The Community Benefits Memorandum is subject to further negotiations by and among the parties thereto and does not create or constitute any binding obligations upon the Developer until fully executed by all the parties thereto. A copy of the Community Benefits Memorandum will be submitted to the Authority upon its full execution.

EXHIBIT A
PHASE 1 SITE

PHASE 1 SITE

A tract of land, in Boston, Suffolk County, Massachusetts, known as Ruggles Center, situated on the easterly side of Ruggles Street, northerly side of Tremont Street, westerly side of Melnea Cass Boulevard and southerly side of Massachusetts Bay Transportation Authority (MBTA) Ruggles Station, shown on a plan entitled "Site Area Diagram, Phase I" by DMC Engineering, Inc., Framingham, Massachusetts and described as follows:

Beginning at an angle point, situated N49-16-34E and 16.05' from a stone bound located on the westerly right of way of Melnea Cass Boulevard.

Thence S49-16-34W on a straight line 124.87' to an angle point.

Thence S32-48-07E on a straight line 236.22' to an angle point located on the northerly edge of the traveled way of Tremont Street.

Thence on a curve, along the said northerly edge of the traveled way of said Tremont Street 40.86' to a point of tangency.

Thence S58-20-30W on a straight line, along the said northerly edge of the traveled way of said Tremont Street 252.84' to an angle point.

Thence N32-48-07W on a straight line 233.20' to an angle point.

Thence N41-45-58E on a straight line along the MBTA Southeast Corridor Parkland Easement 131.07' to an angle point.

Thence N78-15-00W on a straight line, along the property line of Parcel 18-2, 25.47' to an angle point.

Thence N18-14-01W on a straight line, along the said property line of Parcel 18-2, 99.63' to an angle point.

Thence N41-45-58E on a straight line, along the said property line of parcel 18-2, 159.55' to an angle point.

Thence N48-14-26W on a straight line 9.43' to an angle point, located on the southerly edge of traveled way of MBTA Bus Lane.

Thence N41-45-58E on a straight line, along the southerly edge of traveled way of said MBTA Bus Lane 84.81' to a point of curvature.

Thence on a curve, along the southwesterly edge of traveled way of said MBTA Bus Lane 43.47' to a point of tangency.

Thence S88-25-22E on a straight line along the edge of traveled way of said Melnea Cass Boulevard 15.44' to a point of curvature.

Thence on a curve, along the westerly edge of traveled way of said Melnea Cass Boulevard 26.00' to a point of tangency.

Thence S36-17-18E on a straight line, along the westerly edge of traveled way of said Melnea Cass Boulevard 94.54' to a point of curvature.

Thence on a curve along the westerly edge of traveled way of said Melnea Cass Boulevard 12.06' to a point of tangency, located on the southerly side of the said Parkland Easement.

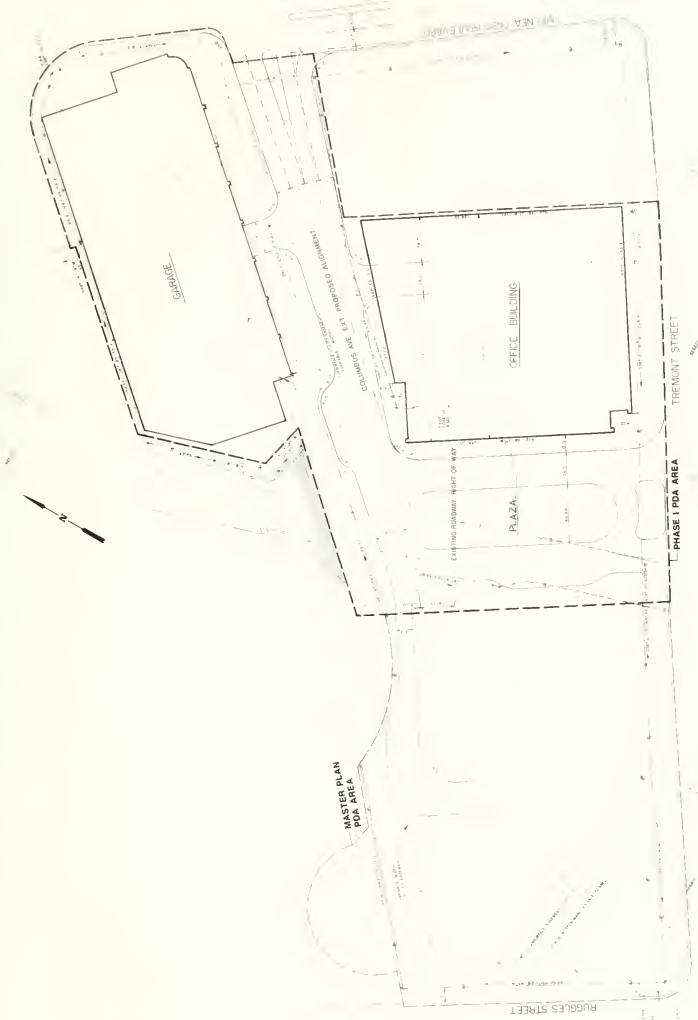
Thence S50-10-56W on a straight line along the southerly side of the said Parkland Easement 18.48' to an angle point.

Thence S36-13-59E on a straight line 66.17' to the point of beginning.

The above described tract of land as shown on said plan by DMC Engineering, Inc., has a total area of 128,902 square feet or 2.96 acres.

EXHIBIT B

SITE PLAN PHASE 1



SITE PLAN
PHASE 1

SCALE 1" = 20'

RUGGLES CENTER

METROPOLITAN COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

DMC ENGINEERING INC.

JUNE 1, 1989

DMC10

EXHIBIT C
DIMENSIONAL CHART

DIMENSIONAL REQUIREMENTS
FOR PHASE 1

1. Office Building

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^A	1.0	7.2	Yes
27E-22 Maximum Height	35' ^B	178' ^C	Yes
18-1 Minimum Front Yard ^D	20'	10'	Yes
19-1 Minimum Side Yard			
Tremont Street	20'	23'	No
Columbus Ave. Ext.	20'	12'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^A See Note 1 below.

^B The Office Building is located in the Parcel 18 Study Area created by the Roxbury IPOD. The height standard in the Parcel 18 Study Area is 35 feet. The Office Building is also located in the Tremont Street Boulevard Planning District created by the Roxbury IPOD. The height standard in a Boulevard Planning District is 45 feet. The Code does not specify which height standard governs when a project is located both in a study area and in a boulevard planning district.

^C The definition of "height" as defined in the Code provides that mechanical penthouses may be excluded when calculating height if the area of the penthouse does not exceed 33 1/3% of the roof area. Because the mechanical penthouse of the Office Building occupies approximately 33 1/3% of the roof area of the tower of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse, pending approval of final plans and specification at which time accurate calculations can be made.

^D The front yard of the Office Building faces the Plaza.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
21-1, Setback of Parapet ^E			
21-2(a)			
and			
21-2(b)			
<u>Front</u> ^F			
Lowrise	36'	45'	No
Tower	54'	0'	Yes
<u>Tremont Street Side</u>			
Lowrise	0'	4'	No
Tower	6'	4'	Yes
<u>Columbus Avenue Extension Side</u> ^F			
Lowrise	30'	4'	Yes
Tower	42'	0'	Yes
<u>Rear</u>			
Lowrise	36'	0'	Yes
Tower	54'	61'	No
23-6 Off-Street Parking	None	---	No
(a) Required			
24-1 Off-Street Loading	3 Bays	3 Bays	No

^E See Note 2 below.

^F It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 1

Proposed FAR: The gross floor area of the proposed Office Building for FAR purposes is approximately 242,000 square feet.

- (a) The FAR for the Office Building is computed with respect to the lot for the Office Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Office Building Lot}} = \frac{242,000}{33,444} = 7.2$$

- (b) The FAR for the Office Building is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{242,000}{128,902} = 1.9$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 2

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.
- (i) Above 25 feet in height, the front parapet setback required along the Plaza for the Lowrise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

A front parapet setback of approximately 45' is provided for the Lowrise.

- (ii) Above 25 feet in height, the front parapet setback required along the Plaza for the Tower of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

No front parapet setback is provided for the Tower.

- (b) No side parapet setbacks are required below 40 feet in height.

- (i) Above 40 feet in height, the side parapet setback required along Tremont Street for the Lowrise of the Office Building is approximately:

$$\frac{42 - 40 + 169}{6} - 35.5 = -7 \text{ feet} \\ (0 \text{ required})$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Lowrise.

- (ii) Above 40 feet in height, the side parapet setback required along Tremont Street for the Tower is approximately:

$$\frac{178 - 40 + 108}{6} - 35.5 = 6 \text{ feet}$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Tower.

- (iii) Above 40 feet in height, the side parapet setback required from the Columbus Avenue Extension for the Lowrise of the Office Building is approximately:

$$\frac{42 - 40 + 174}{6} = 30 \text{ feet}$$

A side parapet setback of approximately 4' is provided along the Columbus Avenue Extension for the Lowrise.

- (iv) Above 40 feet in height, the side parapet setback required along the Columbus Avenue Extension for the Tower of the Office Building is approximately:

$$\frac{178 - 40 + 112}{6} = 42 \text{ feet}$$

No side parapet setback is provided along the Columbus Avenue Extension for the Tower.

- (c) No rear parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Lowrise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

No side parapet setback is provided along Melnea Cass Boulevard for the Lowrise.

- (ii) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Tower of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

A rear parapet setback of approximately 61' is provided for the Tower.

Note 3

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 4

All the figures set forth herein are approximate and are subject to change as a result of changes in the Office Building and the Garage made in accordance with final design, environmental, and other development review.

2. Garage

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^G	1.0	6.2	Yes
27E-22 Maximum Height	35'	86'	Yes
18-1 Minimum Front Yard ^H	20'	27'	No
19-1 Minimum Side Yard Ruggles Station Access	20'	10'	Yes
Melnea Cass Boulevard	20'	5'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes
21-1 Setback of Parapet ^I			
21-2(a) and 21-2(b)			
Front ^J	58'	0'	Yes
Melnea Cass Boulevard Side	15'	0'	Yes
Ruggles Station Access Side	31'	0'	Yes
Rear	58'	0'	Yes

^G See Note 5 below.

^H The front yard of the Garage faces the Columbus Avenue Extension.

^I See Note 6 below.

^J It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
23-6 Off-Street Parking (a) Required	None	---	No
24-1 Off-Street Loading	0 Bays	0 Bays	No

Note 5

Proposed FAR: The gross floor area of the proposed Garage for FAR purposes is approximately 230,000 square feet.

- (a) The FAR for the Garage is computed with respect to the lot for the Garage as follows;

$$\frac{\text{Gross Floor Area}}{\text{Area of Garage Lot}} = \frac{230,000}{37,155} = 6.2$$

- (b) The FAR for the Parking Garage is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{230,000}{128,902} = 1.8$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) computed with respect to the entire Phase 1 Site is as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 6

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

Above 25 feet in height, the front parapet setback required along the Columbus Avenue Extension for the Parking Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No front parapet setback is provided.

- (b) No side parapet setbacks are required below 40 feet in height.

Above 40 feet in height, the side parapet setback required along Melnea Cass Boulevard for the Parking Garage is approximately:

$$\frac{86 - 40 + 137}{6} - 16 = 15$$

No side parapet setback is provided along Melnea Cass Boulevard.

Above 40 feet in height, the side parapet setback required from the Ruggles Station Access for the Parking Garage is approximately:

$$\frac{86 - 40 + 140}{6} = 31$$

No side parapet setback is provided along the Ruggles Station Access.

- (c) No rear parapet setbacks are required below a height of 25 feet.

Above 25 feet in height, the rear parapet setback required along the MBTA for the Parking Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No rear parapet setback is provided.

Note 7

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 8

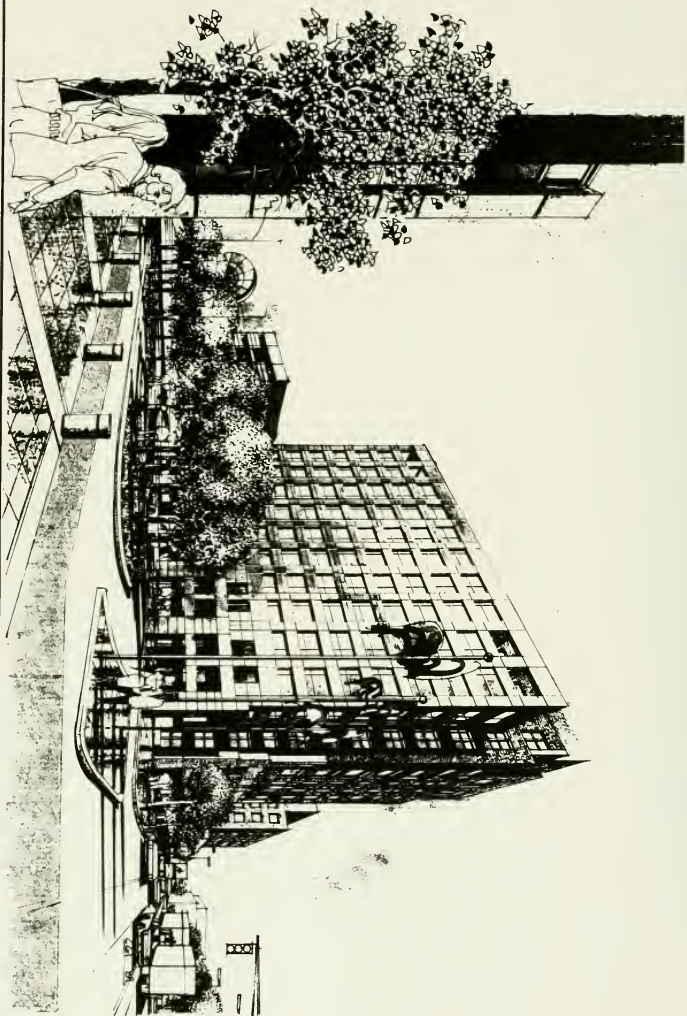
All the figures set forth herein are approximate and are subject to change as a result of changes to the Office Building and the Garage made in accordance with final design, environmental, and other development review.

EXHIBIT D

PRELIMINARY OFFICE BUILDING PLANS

1. EYE-LEVEL PERSPECTIVE
2. SITE PLAN
3. GROUND FLOOR PLAN
4. SECOND FLOOR PLAN
5. TYPICAL FLOOR PLAN
6. BUILDING SECTION
7. TREMONT ST. ELEVATION
8. PLAZA ELEVATION
9. COLUMBUS AVE. ELEVATION
10. NORTH ELEVATION

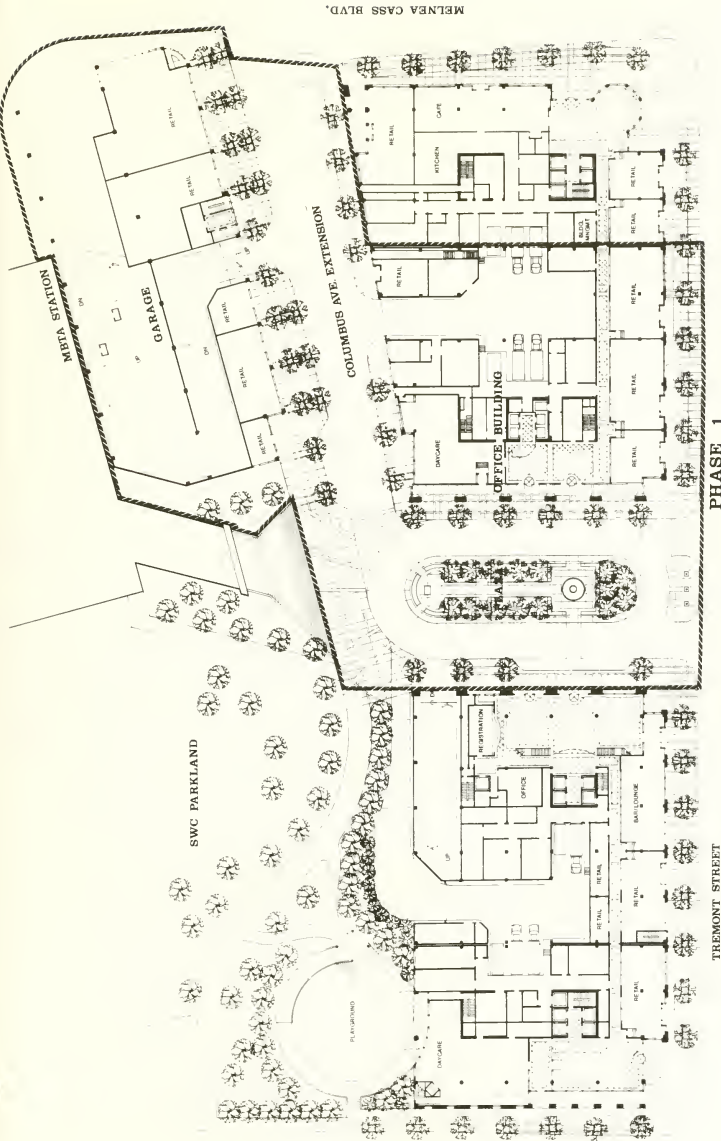




PERSPECTIVE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC ARCHITECTS AND PLANNERS

JUNE 1, 1989



PHASE I: SITE PLAN

OFFICE BUILDING

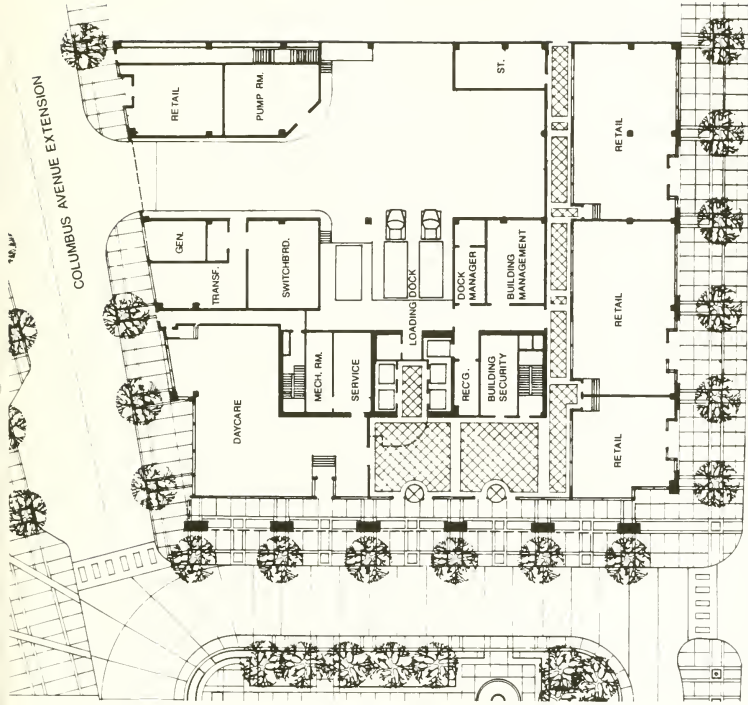
HOTEL

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC ARCHITECTS AND PLANNERS

OFFICE BUILDING

PHASE 1

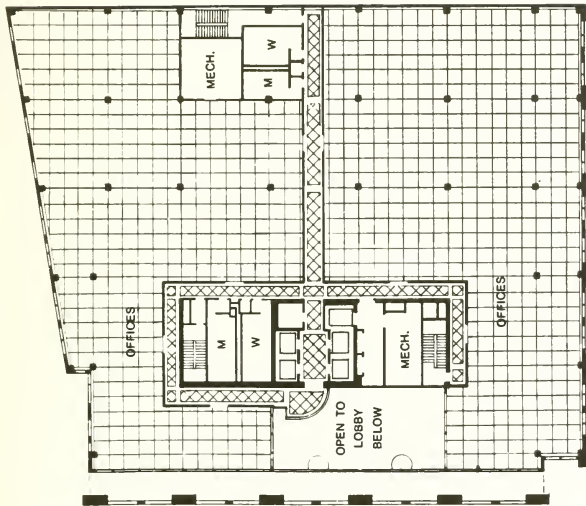


**PHASE I: OFFICE BLDG.
GROUND FLOOR PLAN**

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

1" = 20'

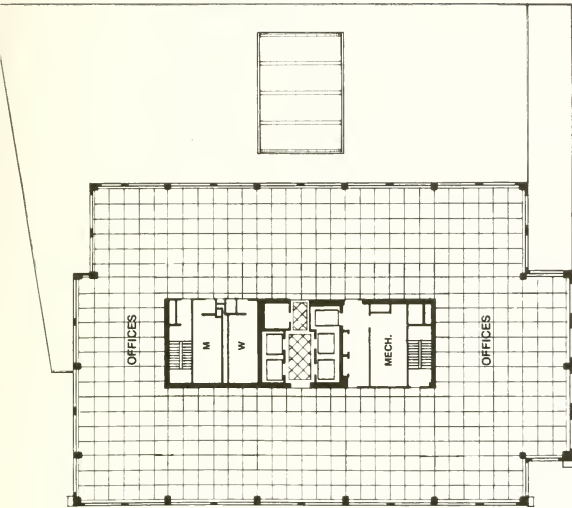


**PHASE I: OFFICE BLDG.
SECOND FLOOR PLAN**

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

1/4" = 1' - 0"



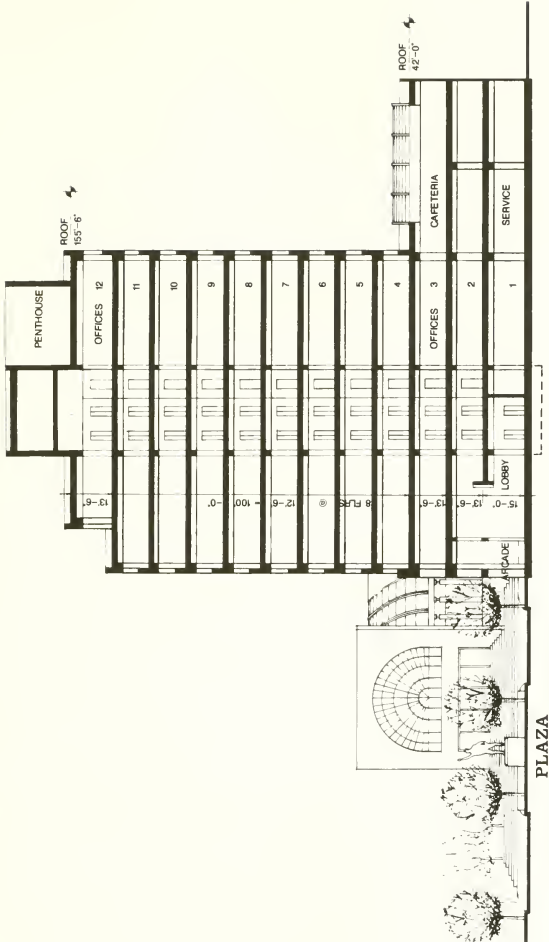
**PHASE I: OFFICE BLDG.
TYPICAL FLOOR PLAN**

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

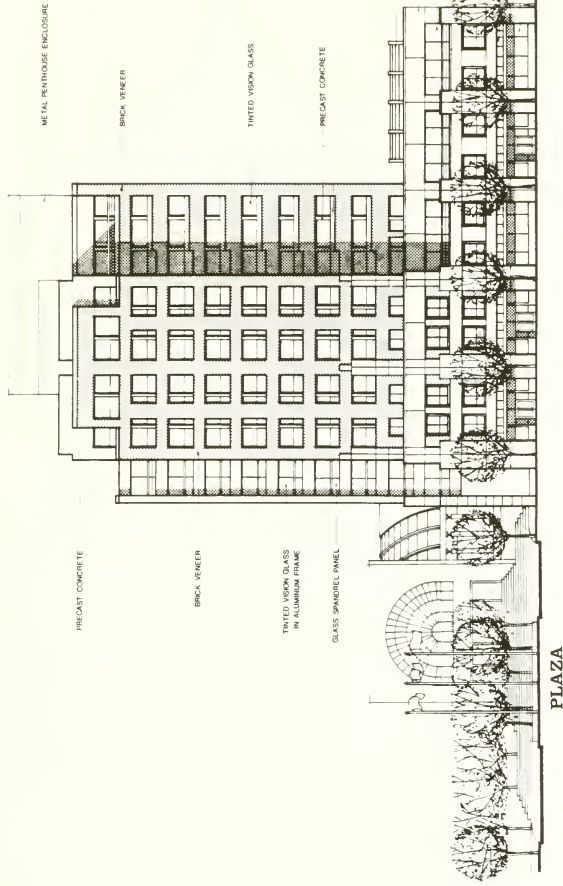
1 2 3 4 5 6 7 8 9 10 11 12



**PHASE I: OFFICE BLDG.
SECTION**

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

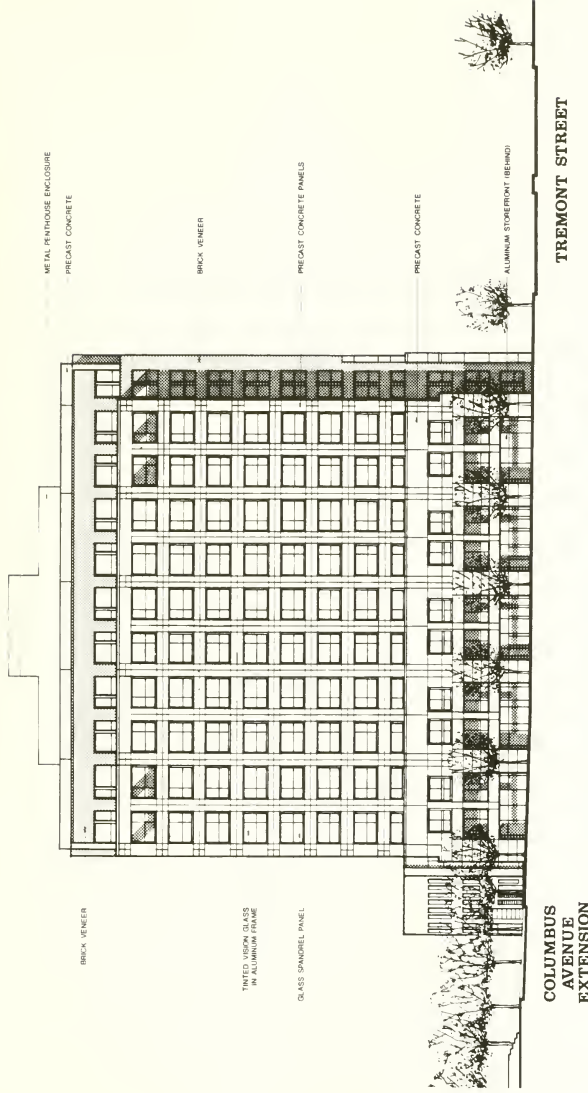


JUNE 1, 1989

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

PHASE I: OFFICE BLDG.
TREMONT ST. ELEVATION



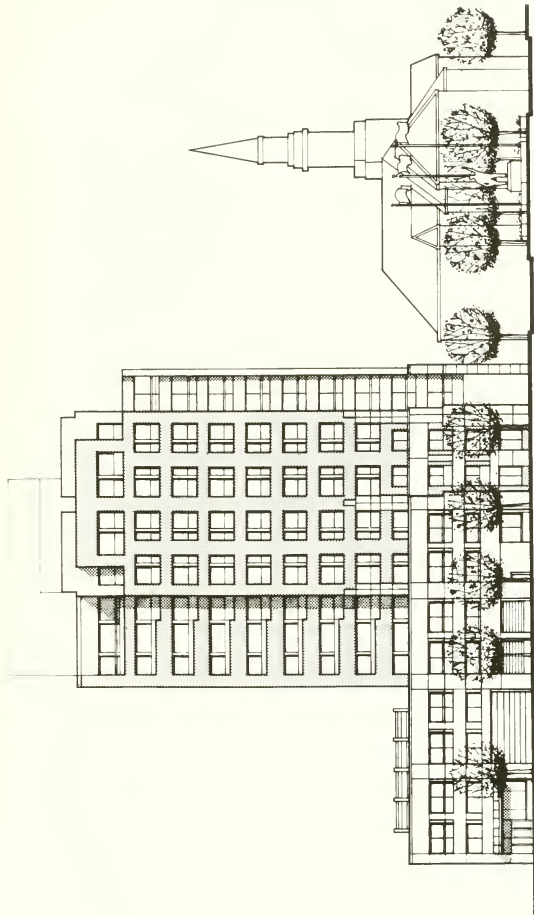
COLUMBUS
AVENUE
EXTENSION

TREMONT STREET

PHASE I: OFFICE BLDG. PLAZA ELEVATION

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



PLAZA

(CHURCH IN BACKGROUND)

PHASE I: OFFICE BLDG.
COLUMBUS AVE. ELEVATION

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

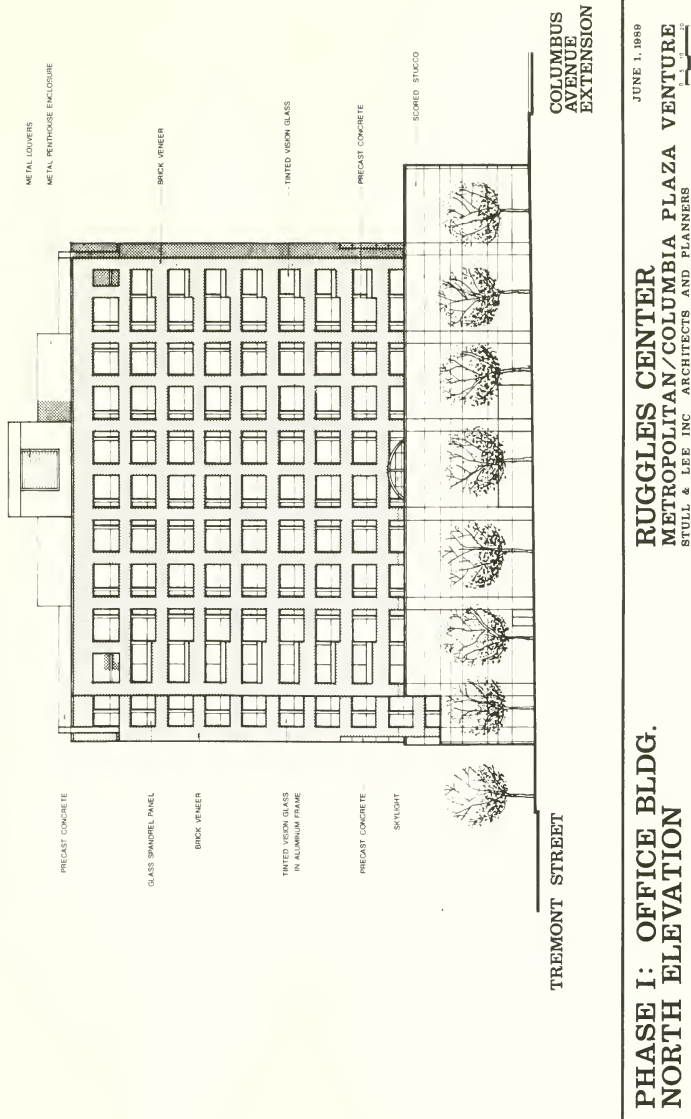
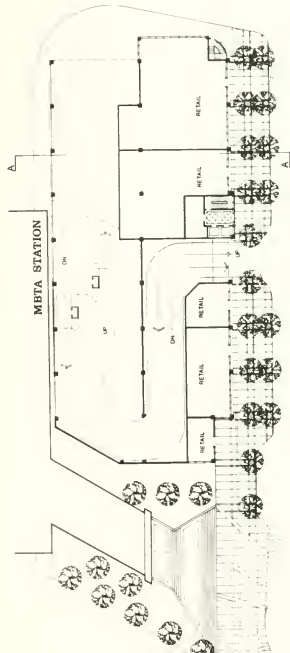
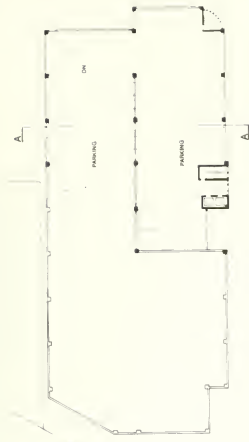


EXHIBIT E

PRELIMINARY GARAGE PLAN



GROUND FLOOR PLAN



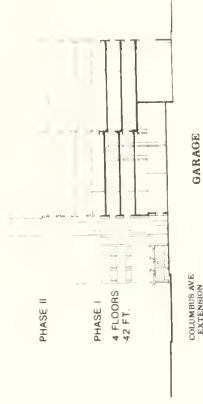
FOURTH FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	250 CARS
PHASE II	300 CARS
TOTAL	550 CARS



SECOND & THIRD FLOOR PLAN



CROSS SECTION A-A

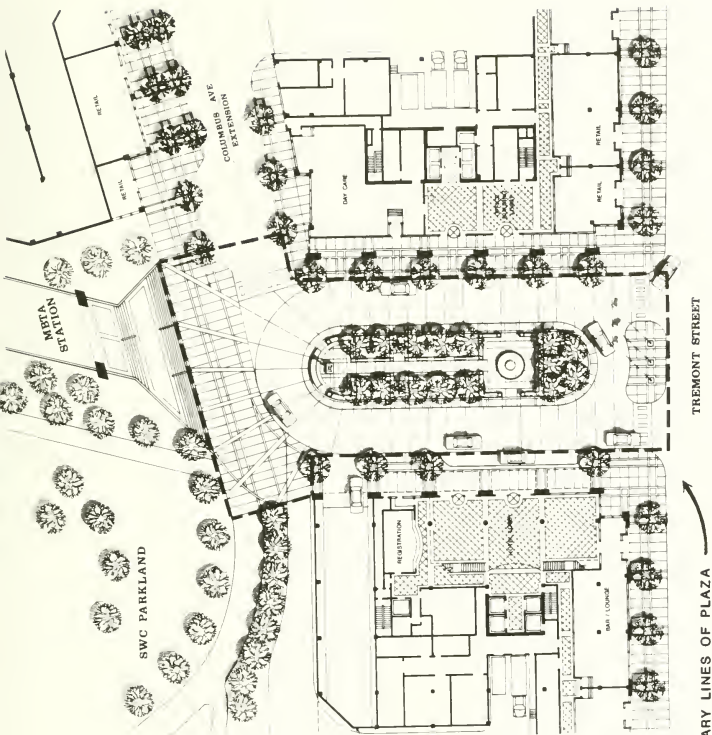
PHASE I: PARKING GARAGE

JUNE 1, 1969

RUGGLES CENTER METROPOLITAN/COLUMBIA PLAZA VENTURE STULL & LEE INC ARCHITECTS AND PLANNERS

EXHIBIT F

PRELIMINARY PLAZA PLAN



PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC ARCHITECTS AND PLANNERS

JUNE 1, 1989



EXHIBIT G

USE CHART

PROPOSED USES
FOR PHASE 1

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles.
38	Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including

- motion picture concert hall; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 60 Car wash.
- 68 Manufacture or repair of various products, including, without limitation:
Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
- 81 As an accessory use subject to the limitations and restrictions of Article

10, the manufacture, assembly or packaging of products sold on the lot.

85 As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

86 As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines:

- a. in a private club, or similar noncommercial use.
- b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed.
- c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.

- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
- 40 Real estate insurance or other agency office (conditional through April 28, 1990).
- 41 Office building, post office, bank or similar establishment (conditional through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
- 72 As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.
- 85 An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

EXHIBIT H

ANTICIPATED ZONING REQUESTS FOR PHASE 1

ANTICIPATED ZONING
REQUESTS FOR PHASE 1

1. Conditional Use Permits or Exceptions Required for Uses

A. Article 8, Section 7 - Use Items

<u>No.</u>	<u>Use</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
30	Private club (including quarters of fraternal organizations) operated for members only.
59	Parking garage.
61	Rental agency.
66	Helicopter landing facility.
71	Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
72	As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
77	As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.

B. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
40	Real estate insurance or other agency office (conditional through April 28, 1990).
41	Office building, post office, bank or similar establishment (conditional through April 28, 1990).
85	As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

2. Exceptions Required for Dimensional Requirements

A. Office Building

<u>Section</u>	
15-1	Floor Area Ratio
27E-22	Maximum Height
18-1	Minimum Front Yard
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

B. Parking Garage

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

3. Other Exceptions Required

Section

Article 27E Section 8	Roxbury Interim Planning Overlay District - Site Plan Review
Article 27E Section 16	Roxbury Interim Planning Overlay District - Transportation Access Plan
Article 28	Boston Civic Design Commission Review

4. Other Permits Required

Section

Article 27E	Roxbury Interim Planning Overlay District Interim Planning Permit
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^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

EXHIBIT I

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this _____ day of _____, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel; and

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").
- (ii) \$2,000,000 to be paid no later than the date on which a building permit for the substantial construction of One Lincoln Street is obtained; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of the underground garage shall constitute a permit for substantial construction (the "KBE Building Permit Date");
- (iii) \$8,000,000 to be paid in ten (10) equal annual installments of \$800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale

prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (ii), the then present value based upon a discount rate of eight and one half percent (8½%) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.

- (b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").
- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV

does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = $5\% \times \text{Net Operating Income}$

but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =

Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = $10\% \times \text{Net Refinancing Proceeds}$

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:



Net Resale Proceeds = Resale Proceeds -
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All other sums payable under this subparagraph (b) shall be payable until the applicable Phase Sale and thereafter no further sums shall be due or payable hereunder as to such Phase.
- (vi) Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).
- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in

accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front no later than the KBE Building Permit Date and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the KBE Building Permit Date at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front at the time of issuance of a building permit for the substantial construction of the applicable Phase and discounted to net present value; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of any building or the underground garage, if any, included in the Phase shall constitute a permit for substantial construction (the "Phase Building Permit Date").

If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet.

If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts.

With respect to One Lincoln Street, the first installment of the Jobs Payment shall occur no later than the KBE Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment. With respect to each Phase of Ruggles Center, the first installment of the Jobs Payment shall occur at the applicable Phase Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment.

If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;
2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;

3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

- (i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;
- (ii) assign responsibility to a member of the management staff to serve on a liaison committee to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 13 hereof), which liaison committee will monitor compliance with the provisions of paragraph 4 of this Memorandum of Understanding;
- (iii) notify the appropriate City agency of employment opportunities at their respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;
- (iv) notify tenants of their respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program; and

- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100 child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities

to include the finish, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place \$1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place \$1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Child Care Plan. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Child Care Plan.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each Project. In addition, when the Community Development Fund is established (as described in Part A, Section 1 above), should a business facilitator, if any, be hired from the proceeds thereof, KBJV and RCJV will work with such business facilitator. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

8. One Hundred Thousand (\$100,000) Dollar Challenge Grant.

MCPV has contributed Twenty-Four Thousand (\$24,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will total One Hundred Thousand (\$100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council.

KBJV's obligation under this Paragraph 8 shall terminate upon full payment to the Neighborhood Council and the Task Force of the \$76,000 remaining to be paid hereunder.

9. Four Hundred Thousand (\$400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand (\$400,000) Dollar challenge grant ("Four Hundred Thousand challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand (\$400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the \$400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release Conditions have been satisfied. In the event any of the \$400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of \$800,000 in

matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation hereunder shall terminate upon full payment of the \$400,000 challenge grant to the Authority or the Grant Recipients.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not require that RCJV and KBJV lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated by RCJV. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. Typically, businesses within an incubator are those that are able to share ideas and support services, such as reception and telephone answering, secretarial support, legal services, accounting, photocopy, messengers, conference rooms, computer and data processing, and office furniture. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. The parties hereto recognize, however, that the business incubator program will not succeed and RCJV will not have an obligation hereunder unless the Advisory Panel is able to secure a subsidy from private or public sources for such program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

13. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the

Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits to be provided by RCJV and KBJV pursuant to this Memorandum of Understanding, and ensuring compliance with the provisions hereof.

B. Successors and Assigns. This Memorandum of Understanding shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that RCJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of Parcel 18, Ruggles Center and any phase thereof, and KBJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the KBE Parcel and One Lincoln Street, subject in each case to such limitations as may be contained in other agreements between RCJV and the Authority or between KBJV and the Authority, as the case may be.

C. Limitation of Liability. The liability of RCJV or its successors and assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Memorandum of Understanding with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, but in any event not to exceed, in the aggregate, two hundred fifty thousand dollars (\$250,000.00), and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Phase Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Phase Developer hereunder or thereunder. A deficit capital account of a partner of the Phase Developer shall not be deemed to be a liability of such partner nor an asset or property of the Phase Developer.

The liability of KBJV or its successors and assigns (including, without limitation, mortgagees) (the "KBE Developer") arising under this Memorandum of Understanding with respect to One Lincoln Street shall be limited solely to the assets and property of the KBE Developer with respect to One Lincoln Street, but in any event not to exceed, in the aggregate, two hundred fifty thousand dollars (\$250,000.00), and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the KBE Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the KBE Developer hereunder or thereunder. A deficit capital account of a partner of the KBE Developer shall not be deemed to be a liability of such partner nor an asset or property of the KBE Developer.

D. Default. Each and every covenant contained in this Memorandum of Understanding is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to One Lincoln Street and each Phase of Ruggles Center,

and a default with respect to any covenant as it relates to One Lincoln Street shall not constitute a default with respect to Ruggles Center, and a default with respect to Ruggles Center shall not constitute a default with respect to One Lincoln Street. Furthermore, a default with respect to one Phase of Ruggles Center shall not constitute a default with respect to any other Phase of Ruggles Center.

E. Severability. If any term or provision of this Memorandum of Understanding, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Memorandum of Understanding, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Memorandum of Understanding shall be valid and shall be enforced to the extent permitted by law.

F. Governing Law. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

G. Expiration. Obligations of KBJV hereunder shall terminate upon the issuance of the KBE Certificate of Occupancy, unless sooner terminated by the provisions hereof. Obligations of RCJV hereunder shall terminate upon the issuance of the applicable Phase Certificate of Occupancy, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV:	Kingston Bedford Joint Venture c/o Metropolitan/Columbia Plaza Venture 200 State Street Boston, MA 02109 Attn: Mr. Robert L. Green
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with copy to:

Hale and Dorr 60 State Street Boston, MA 02109 Attn: John D. Hamilton, Jr., P.C.

RCJV:

Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment
Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown Neighborhood
Council

Chinatown Neighborhood Council
31 Beech Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the Sale and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and thereunto duly authorized as of the day and year first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: Stephen Coyle, Director

RUGGLES CENTER VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18 TASK FORCE

By: _____

CHINATOWN NEIGHBORHOOD COUNCIL

By: _____

APPENDIX 3

TITLE REPORT

Title Certification

SW Block (includes Lots SW-205, SW-210,
SW-212, SW-215 and SW-216)

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority (MBTA). See Taking by MBTA dated October 16, 1985, recorded with Suffolk County Registry of Deeds in Book 12045, Page 304 (Exhibit 1).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.
2. Terms and provisions of Taking referred to above and attached as Exhibit 1.
3. Lack of starting deed for Lot SW-205 (title assumed to be held by Boston and Providence Railroad and was run from 1874.

TITLE.sw

Parcel SW-205

Beginning at the southwesterly corner of the herein described premises at a point distant 22.42 feet southeasterly measured at right angles from Station 2162 + 14.12 of the monumented base line of the Grantor's railroad leading from Boston to Providence;

Thence N $41^{\circ} 44' 20''$ E bounding northwesterly on land of said Trustee, 282.20 feet to a point distant 22.42 feet southeasterly measured at right angles from Station 2164 + 96.32 of said base line;

Thence S $48^{\circ} 15' 40''$ E bounding northeasterly on land of said Trustee, 99.03 feet to a point;

Thence N $39^{\circ} 56' 50''$ E bounding northwesterly on land of said Trustee, 247.33 feet more or less to Grinnell St., so called;

Thence S $01^{\circ} 30' 40''$ E bounded easterly by Grinnell Street, 118.75 feet more or less to a point;

Thence S $09^{\circ} 25' 10''$ W bounded easterly by Grinnell Street, 61.22 feet more or less to a point;

Thence S $36^{\circ} 09' 20''$ E bounded easterly by Grinnell Street, 50.03 feet more or less to Columbus Avenue;

Thence S $49^{\circ} 06' 30''$ W bounded southeasterly by Columbus Avenue, 327.39 feet more or less to a point in the northeasterly line of Ruggles Street, as laid out by the city of Boston in an order dated May 16, 1956, recorded at Suffolk Registry of Deeds in Book 7158, Page 382 and shown on said plan as Parcel No. 2.

Thence generally westerly in a curve to the right having a radius of 20.00 feet, bounding southerly on said Ruggles Street as laid out, 24.93 feet to a point, and

Thence N $59^{\circ} 29' 00''$ W, bounding southwesterly on said Ruggles Street as laid out, 200.21 feet to the point of beginning.

Containing 83,200 square feet more or less or however otherwise said premises may be bounded and described and be all or any of said measurements or distances more or less.

Parcel SW-210

A certain parcel of land with the buildings thereon situated in that part of said Boston formerly called Roxbury at the corner of Sarsfield Street and Columbus Avenue and being shown as Lots 3 and 4 on a plan of land in Roxbury by Silverman Engineering Company dated May 8, 1912 and recorded with Suffolk Deeds, Book 3638, Page 243 bounded and described as follows:

NORTHERLY on Sarsfield Street, Forty and 62/100 (40.62) feet;

SOUTHEASTERLY on Columbus Avenue, Forty and 10/100 (40.10) feet;

SOUTHWESTERLY on land now or formerly of Hammett, Forty-three and 46/100 (43.46) feet;

NORTHWESTERLY on Hammett Street, Forty (40) feet.

Containing 1681.6 square feet of land according to said Plan.

Parcel SW-212

Beginning at the southeasterly corner of the herein described premises at the interesection of the southwesterly side line of Sarsfield Street with the northwesterly side line of Hammett Street;

Thence S 53 40' 41" W, 40.00 feet to a point;

Thence S 57 56' 23" W, 45.83 feet to a point;

Thence S 49 34' 08" W, 93.20 feet more or less to Grinnell Street, these first three cources bounded southeasterly by Hammett Street;

Thence N 01 21' 54" E, by Grinnell Street, 112.88 feet, more or less to a point;

Thence N 43 02' 31" E, in the southeasterly line of Grinnell Street, 111.42 feet more or less to a point, and

Thence S 36 19' 19" E, by Sarsfield Street, 106.50 feet to the point of beginning.

Containing 13,300 square feet more or less, or however otherwise said parcel may be bounded and described.

Sw212.des

Parcel SW-215

A certain parcel of land with the buildings thereon containing 2830.8 square feet, situated in that part of Boston formerly Roxbury, bounded:

NORTHWESTERLY by Hammett Street, sixty-seven and 50/100 (67.50) feet;

NORTHEASTERLY by land now or late of Lahaise, forty-two and 73/100 (42.73) feet;

SOUTHEASTERLY by Columbus Avenue, sixty-four and 50/100 (64.50) feet; and

SOUTHWESTERLY by land now or formerly of McNamara, forty-five (45) feet.

Being Lots 4, 5 and 6 on a plan of Henry W. Wilson dated February 27, 1893, and recorded with Suffolk Deeds, Book 2143, Page 212.

sw-215

Parcel SW-216

The land in that part of said Boston known as Roxbury situated on the southeasterly side of Hammett Street, and bounded and described as follows:

SOUTHWESTERLY by Weston Street about twenty-five (25) feet;
WESTERLY by Grinnell Street about twenty-five and 56/100
(25.56) feet;
NORTHWESTERLY by Hammett Street about ninety-one and 66/100
(91.66) feet;
NORTHEASTERLY by land formerly of the Estate of Barnabas
Hammett about forty-five (45) feet;
SOUTHEASTERLY by Columbus Avenue about one hundred ten and
65/100 (110.65) feet;

being four lots of land known as 1, 3, 5, and 7 Hammett Street,
Roxbury, containing approximately 4752 square feet of land.

SW-216.des

Title Certification

B40 Block (includes Lots B40-1, B40-2, B40-3,
B40-4, B40-5, B40-6)

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority (MBTA). See Deeds from the Commonwealth of Massachusetts through its Department of Public Works ("DPW") dated January 16, 1980 filed with Suffolk County Registry District of the Land Court as document No. 352869 (Lots B40-1 and B40-6) (Exhibit 1) and from the DPW dated December 12, 1979, recorded with Suffolk County Registry of Deeds in Book 9582, Page 256 (Lots B40-2, B40-3, B40-4 and B40-5) (Exhibit 2).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.
2. Terms and provisions of deeds into the MBTA referred to above. (See highlighted portions of Exhibits 1 and 2).

NOTE; A release and certification was recorded by DPW in instrument dated July 24, 1985, recorded with said Deeds in Book 12045, page 092 (Exhibit 3). Although this instrument states that it affects property contained in deed dated March 26, 1980, recorded with Suffolk Deeds in Book 9582, Page 252, it appears the intent was to also affect our locus as described in Exhibits 2 and 3 above.

3. Taking for widening and relocation of Tremont Street by Public Improvement Commission, City of Boston, dated June 2, 1988 recorded with said Deeds in Book 14835, Page 141 (Exhibit 4).

4. Taking for widening and relocation of Ruggles Street by City of Boston, Public Improvements Commission dated June 2, 1988 recorded with said Deeds in Book 14835, page 164 (Exhibit 5).

NOTE: Parcels B40-1 and B40-6 have been deregistered.

5. Taking by the Metropolitan District Commission for sewer purposes as more particularly set out in instrument dated December 9, 1954, recorded with said Deeds in Book 7019, Page 232 and filed with said Registry District as document No. 215375 (Exhibit 6).

TITLE.B27

Parcel B40-1

That certain parcel of land situated in that part of Boston, formerly Roxbury, in the County of Suffolk and Commonwealth of Massachusetts bounded and described as follows:

- NORTHWESTERLY by the southeasterly line of Columbus Avenue, forty-nine and 75/100 (49.75) feet;
- NORTHEASTERLY by the southwesterly line of Ruggles Street, forty-one and 74/100 (41.74) feet;
- SOUTHEASTERLY by land now or formerly of David T. Montague, fifty-nine and 50/100 (59.50) feet; and
- SOUTHWESTERLY by lot A as shown on plan hereinafter mentioned, the line running through the way as shown on said plan, fifty and 74/100 (50.74) feet.

Said land is shown as Lot B on a subdivision plan drawn by M.E. Levy, C.E., dated April 10, 1926, approved by the Court, filed in the Land Registration Office as plan No. 1296-B, a copy of a portion of which is filed with certificate of title No. 21498, and all of said boundaries except the street lines are determined by the Court to be located as shown on said plan.

D40-1.des

Parcel B40-2

the land in that part of Boston, called Roxbury, with the buildings thereon situated on Ruggles Street, being Lots 1 and 2 on Plan by W.C. Bates, dated May 25, 1900, recorded with Suffolk Deeds, Book 2691, being further bounded and described as follows:

Said Lot 1 is bounded

NORTHERLY by Lot A shown on said plan, seventy and 17/100 (70.17) feet;

EASTERLY by Ruggles Street twenty-eight and 87/100 (28.87) feet;

SOUTHERLY by Lot 2 on said plan seventy-one and 12/100 (71.12) feet;

WESTERLY by Lot 8 on said plan twenty-one (21) feet.

Containing 1,746 square feet of land, be said measurements more or less.

Said Lot 2 is bounded

NORTHERLY by said Lot 1 as shown on said plan seventy-one and 12/100 (71.12) feet;

EASTERLY by Ruggles Street thirty-two and 26/100 (32.26) feet;

SOUTHERLY by a passageway five (5) feet wide leading from Ruggles Street to Whittier Street, formerly called Culvert Street, seventy-three and 38/100 (73.38) feet;

WESTERLY by Lot 8 as shown on said plan twenty-one and 49/100 (21.49) feet.

Containing 1,882 square feet be said measurements more or less.

Parcel B40-3

The land in said Boston, with the buildings thereon, numbered 1161, 1163, 1165, 1167, 1169, 1171, 1173, and 1175 on Tremont Street and comprising of lots numbered 4, 5, 6, and 7 on a plan drawn by Garbett and Wood, dated September 22, 1883 and recorded with Suffolk Deeds, Book 1615, Page 441, bounded and described as follows:

SOUTHEASTERLY on said Tremont Street, one hundred forty (140) feet;

NORTHEASTERLY by land now or formerly of William and Edward Seaver, one hundred (100) feet;

NORTHWESTERLY by land now or formerly of Herthel and of Sullivan one hundred twenty-nine and 78/100 (129.78) feet;

SOUTHWESTERLY on Whittier Street, one hundred and 52/100 (100.52) feet.

Containing 13,489 square feet of land according to said plan .

B40-3.des

Parcel B40-5

A certain parcel of land with the buildings thereon situated in that part of Boston called Roxbury and being Lot No. 8 on a plan of the Estate of Amos J. Dean, bounded and described as follows:

WESTERLY on Whittier Street, formerly called Culvert Street, twenty-three and 28/100 (23.28) feet;

NORTHERLY by land now or formerly of one Page, sixty-seven and 98/100 (67.98) feet;

EASTERLY by Lots numbered 1 and 2 on said plan, forty-two and 49/100 (42.49) feet; and

SOUTHERLY by the Northerly line of a passageway five (5) feet in width running from Whittier Street to Ruggles Street, eighty-one and 58/100 (81.58) feet, with right of way in, through and over said passageway in common with others.

Containing 2,384 square feet of land more or less as shown on a plan recorded in Suffolk Deeds, Book 1615, Page 441, and being the premises conveyed to David L. Shoolman by deed dated December 7, 1955, recorded with said Suffolk Deeds, Book 7113, Page 548.

B40-5.des

Parcel B40-6

That certain parcel of land situated in that part of Boston formerly Roxbury in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

- NORTHWESTERLY by the southeasterly line of Columbus Avenue, sixty-four and 48/100 (64.48) feet;
- NORTHEASTERLY by Lot B as shown on the plan hereinafter mentioned, the line running through the way as shown on said plan, fifty and 74/100 (50.74) feet;
- SOUTHEASTERLY by land now or formerly of David T. Montague and land now or formerly of Mary E. Sullivan et al, seventy-eight and 65/100 (78.65) feet; and
- SOUTHWESTERLY by Whittier Street, sixty-five and 30/100 (65.30) feet.

Said land is shown as Lot A on a subdivision plan drawn by M. E. Levy, C. E., dated April 10, 1926, as approved by the Court, filed in the Land Registration Office as Plan No. 1296-B, a copy of a portion of which is filed with the Certificate of Title No. 21498.

All of said boundaries except the street lines are determined by the Court to be located as shown on said plan.

B40-6.des

Title Certification

B28 Block (includes Lots B28-1, B28-2, B28-3, B28-4)

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority (MBTA). For title, see Deed from the Commonwealth of Massachusetts through its Department of Public Works ("DPW") dated December 12, 1979 recorded with Suffolk County Registry of Deeds in Book 9582, Page 256 (Lots B28-1 and B28-4) (Exhibit 1); also see Deed from DPW dated March 26, 1980, recorded with said Deeds in Book 9582, Page 252 (Lot B28-2) (Exhibit 2) and also see Deed dated January 16, 1980, filed with Suffolk County Registry District of the Land Court as document No. 352869 (Lot B28-3) (Exhibit 3)

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.
2. Taking for Lot B28-4 by DPW dated June 26, 1968, recorded with said Deeds in Book 8216, Page 288 was against Insoft Realty Corp. when in fact title was vested in Sidney Insoft at that time.
3. Terms and provisions of the three deeds into the MBTA referred to above. (See highlighted areas of Exhibit 1).

NOTE; A release and clarification was recorded by DPW in instrument dated July 24, 1985, recorded with said Deeds in Book 12045, page 092 (Exhibit 4). Although this instrument states that it affects property contained in deed dated March 26, 1980, recorded with Suffolk Deeds in Book 9582, Page 252, it appears the intent was to also affect our locus as described in Deeds recorded at Book 9582, Page 256 and deed filed as document No. 352869.

NOTE: Lot B28-3 has been deregistered (Exhibit 5)

4. Taking for widening and relocation of Tremont Street by Public Improvement Commission, City of Boston, dated June 2, 1988, recorded with said Deeds in Book 14835, Page 141 (Exhibit 6).

TITLE.B28

Parcel B28-1

A certain parcel of land with the building thereon, situate in the Roxbury District of Boston, Massachusetts, at the corner of Ruggles Street and Columbus Avenue, and bounded and described as follows:

- NORTHERLY: on Columbus Avenue by a line beginning at a point one hundred and ninety-one (191) feet from the westerly corner of Weston Street and Columbus Avenue, and from this point running
- WESTERLY to the corner of Columbus Avenue and Ruggles Street, being distant one hundred fifty-four and eighty-seven hundredths (154.87) feet more or less;
- WESTERLY by Ruggles Street one hundred twenty-two and ninety-six hundredths (122.96) feet;
- SOUTHERLY by land now or formerly of heirs of William Murphy one hundred thirty-one and sixty-six hundredths (131.66) feet to a point one hundred eighty and thirty-three hundredths (180.33) feet distant from the westerly side of Weston Street; thence by a line running
- NORTHERLY from this point parallel to and one hundred eighty and thirty-three hundredths (180.33) feet distant from the westerly side of Weston Street to a point shown on plan Libro 2338, Page 169, at the northwest corner of Weston Place so-called; thence running
- NORTHERLY in a straight line to the point of beginning;
- or however otherwise said premises may be bounded or described, and be any or all of said measurements more or less.

Parcel B28-2

All that certain lot, piece or parcel of land situate, lying and being in that part of Boston called Roxbury at the corner of Columbus Avenue and Weston Street and being shown on a plan entitled, "Plan of Land in Roxbury made for Henry H. Senders, dated November 19, 1926," recorded with Suffolk County Deeds, Book 4864, Page 365, and bounded and described as follows:

Beginning at a point at the corner of Weston Street and Columbus Avenue, thence running

EASTERLY by Weston Street, one hundred forty-one and 06/100 (141.06) feet;

SOUTHERLY by land now or formerly of Alfred Bowditch, Et Als, Trustees, one hundred eighty and 65/100 (180.65) feet;

WESTERLY by an irregular line to Columbia Avenue as follows: a straight line thirty-four and 50/100 (34.50) feet; a straight line forty-two (42) feet; a straight line fifty and 36/100 (50.36) feet; and

NORTHERLY by Columbus Avenue, one hundred ninety-two and 98/100 (192.98) feet to the point of beginning.

Containing 27,287 square feet of land more or less, be all of said measurements and contents more or less.

Parcel B28-3

A certain parcel of land situate in that part of Boston formerly Roxbury, bounded and described as follows:

SOUTHEASTERLY by the Northwesterly line of Tremont Street, ninety-seven and 15/100 (97.15) feet;

SOUTHWESTERLY by the Northeasterly line of Ruggles Street, eighty-nine and 80/100 feet;

NORTHWESTERLY by land now or formerly of Anna W. Jones, one hundred thirty-one and 50/100 (131.50) feet; and

NORTHEASTERLY by lands now or formerly of said Jones and of Laurence Minor et al Trs., one hundred twenty-four and 50/100 (124.50) feet;

All of said boundaries are determined by the Court to be located as shown on a plan drawn by Walter C. Bates, C. E. dated October 1, 1919, as approved by the Court, filed in the Land Registration Office as plan No. 7357-A, a copy of a portion of which is filed with Certificate of Title No. 13211.

The above described land is subject to a taking by the Commonwealth of Massachusetts Department of Public Works for State Highway under order dated June 26, 1968, filed and registered as Document No. 289337.

Parcel B28-4

A certain parcel of land with the buildings thereon, situated in said Boston, Suffolk County, Commonwealth of Massachusetts, bounded and described as follows:

- SOUTHEASTERLY by Tremont Street, one hundred eighty feet and four inches (180'4");
- SOUTHWESTERLY by land now or formerly of Shubael Bills, ninety (90) feet;
- NORTHWESTERLY by land now or formerly of William Clark, one hundred eighty feet and four inches (180'4"); and
- NORTHEASTERLY by Weston Street, ninety (90) feet.

Said premises are now known as and numbered 1115-1139 Tremont Street and 60-64 Weston Street in said Boston.

drafts
B28-1.des

Title Certification

B27 Block (includes Lots B27-1, B27-3, B27-5, B27-6,
B27-7, B27-8, B27-9, B27-10, B27-11)

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority (MBTA). For title, see Deed from the Commonwealth of Massachusetts through its Department of Public Works ("DPW") dated December 12, 1979 recorded with Suffolk County Registry of Deeds in Book 9582, Page 256 (Exhibit 1);

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.
2. Terms and provisions of the deed into the MBTA referred to above. (See highlighted areas of Exhibit 1).

NOTE; A release and certification was recorded by DPW in instrument dated July 24, 1985, recorded with said Deeds in Book 12045, page 092 (Exhibit 2). Although this instrument states that it affects property contained in deed dated March 26, 1980, recorded with Suffolk Deeds in Book 9582, Page 252, it appears the intent was to also affect our locus as it was described in deed recorded at Book 9582, Page 256.

3. Taking for widening and relocation of Tremont Street by Public Improvement Commission, City of Boston, dated June 2, 1988, recorded with said Deeds in Book 14835, Page 141 (Exhibit 3).
4. Possible unrecorded taking for Melnea Cass Boulevard.

Parcel B27-1

the land with the buildings thereon known as and numbered 860-872 inclusive, Columbus Avenue, situate in that part of said Boston, called Roxbury, at the corner of said Columbus Avenue and Weston Street, and shown as lots numbered 7 and 10 and portions of lots numbered 8, 9, 11 and 13 on a Plan by T. B. Moses, dated September 24, 1868, and recorded with said Suffolk Deeds in Book 947, Page 211, being bounded and described as follows:

- NORTHWESTERLY by said Columbus Avenue, One hundred twenty and 30/100 (120.30) feet;
- NORTHEASTERLY by land now or formerly of Murphy, Fifty-seven and 43/100 (57.43) feet;
- SOUTHEASTERLY by lot numbered 14 on said Plan and by land now or formerly of Parker, Thirty-Six and 20/100 (36.20) feet;
- NORTHEASTERLY again by land now or formerly of Parker, Twenty-four (24) feet;
- SOUTHEASTERLY again by land now or formerly of Chadbourne, Eighty-three and 79/100 (83.79) feet; and
- SOUTHWESTERLY by said Weston Street, Seventy-One and 50/100 (71.50) feet.

Together with such portions of the street known formerly as Chapel Street and contiguous to said land as has been discontinued by the City of Boston by reason of the laying out of said Columbus Avenue, and excepting from the above-described premises so much thereof as has been taken by the City of Boston by the laying out of said Columbus Avenue.



Parcel B27-3

A parcel of land supposed to be owned by Northeastern University, bounded northwesterly by Columbus Avenue 29.77 feet; northeasterly by land now or formerly of Boston Redevelopment Authority, by land now or formerly of Matthew and Levvie K. Milliner and by land now or formerly of the City of Boston a total of 115.50 feet; southeasterly by land of an owner unknown (Lincoln Place) 30.15 feet; and southwesterly by land now or formerly of the City of Boston and by land now or formerly of the Commonwealth of Massachusetts a total of 112.43 feet; containing about 3403 square feet.

drafts\B27-3.des

Parcel B27-5

the land in that part of said Boston, formerly Roxbury, with the buildings thereon, being numbered 69 Weston Street, and bounded and described as follows:

SOUTHWESTERLY by Weston Street, 31 feet;

NORTHWESTERLY by land formerly of Abraham G. Parker, now supposed to belong to the heirs of William Seaver, 83.79 feet;

NORTHEASTERLY by land formerly of said Parker, now supposed to belong to Anderson, 31 feet; and

SOUTHEASTERLY by a passageway now known as Lincoln Place 83.79 feet.

Containing 2700 square feet, all of said measurements being more or less, together with all the rights of way appurtenant to said premises upon, in or to a passageway or court known as Lincoln Place.

drafts\B27-5.des



Parcel B27-6

the land in said Boston, with the buildings thereon, situated on the southwesterly side of Sarsfield Street, bounded and described as follows:

- NORTHEASTERLY by said Sarsfield Street, there measuring thirty-four (34) feet;
- SOUTHEASTERLY by land now or formerly of Tucker, there measuring sixty-five (65) feet;
- NORTHWESTERLY by land now or formerly of Murphy, there measuring thirty-four (34) feet; and
- NORTHWESTERLY by land ow or formerly of Minna R. Mulligan, there measuring sixty-five (65) feet.

drafts\B27-b.des



Parcel B27-7 - A

the land in Roxbury District of Boston, with the buildings thereon situate on Sarsfield Street, being lots one and two on a plan recorded with Suffolk Deeds, Book 1044, Page 107, bounded:

EASTERLY by Sarsfield Street, fifty-four and 8/10 feet;
SOUTHERLY by land of Kossuth Lodge, sixty-five feet;
WESTERLY by land of A. G. Parker Estate, fifty-four and
 4/10 feet; and
NORTHERLY by land formerly of S. A. Brooks, sixty-five feet.

Containing 3549 square feet of land.

Parcel B27-7 - B

the land with the buildings thereon, situated on the southwesterly side of Sarsfield Street, formerly Milford Place, in that part of said Boston formerly Roxbury and being bounded and described as follows:

NORTHEASTERLY by said Sarsfield Street, twenty-six and 15/100
 (26.15) feet;
NORTHWESTERLY by land now or formerly of Bullard, sixty-five
 (65) feet);
SOUTHWESTERLY by land now or formerly of one Murphy, twenty-five
 and 65/100 (25.65) feet; and
SOUTHEASTERLY by land formerly of Sarah L. Brooks, more recently
 of Brady, by a line running through the center of
 the partition separating the house on the granted
 premises from the house on the adjoining premises,
 sixty-five (65) feet.

Containing 1696.50 square feet of land.

B27-7AB.des

Parcel B27-8

that lot of land with the buildings thereon situated in that part of Boston formerly Roxbury bounded and described as follows:

SOUTHWESTERLY by Weston Street, formerly Sudbury Street 32.6 feet;

SOUTHEASTERLY by Grosvenor Place, formerly Lincoln Place, 42.4 feet;

NORTHEASTERLY by land formerly of Abraham G. Parker 31.6 feet;

NORTHWESTERLY by other land formerly of said Parker 41.8 feet.

Containing 1,343 square feet of land more or less.

B27-8.des



Parcel B27-9 - A

A certain parcel of land with the Buildings thereon situated in that part of Boston called Roxbury, and bounded and described as follows:

- SOUTHEASTERLY by Tremont Street sixty-eight (68) feet more or less;
- SOUTHWESTERLY by land now or formerly of Abraham G. Parker sixty-five (65) feet more or less;
- NORTHWESTERLY by land now or formerly of George S. Griggs, sixty-eight (68) feet more or less;
- NORTHEASTERLY by Sharsfield Street, formerly Wilford Place, sixty-five (65) feet more or less to the point of beginning.

Containing about forty-four hundred and twenty (4420) square feet of land more or less.

Parcel B27-9 -B

A certain parcel of land with the buildings thereon situated on the Northwesternly side of Tremont Street in that part of said Boston which was formerly Roxbury, bounded and described as follows, to wit:

- SOUTHEASTLY by Tremont Street 150.06 feet;
- SOUTHWESTERLY by Weston Street 77.72 feet;
- NORTHWESTERLY by land formerly of Michael F. McGettrick 42.30 feet;
- SOUTHWESTERLY again by said land formerly of said McGettrick 31.78 feet;
- NORTHWESTERLY again by a court or passageway 20 feet wide running easterly from said Weston Street as shown on a plan made by T. B. Moses, Surveyor, dated September 24, 1868, recorded with Suffolk Deeds, Lib. 947, Fol. 210, and also Lib. 1061 Fol. 150 -107.85 feet; and
- NORTHEASTERLY by land formerly of George Griggs 110 feet.

Containing 15,184 square feet of land be said measurements and contents more or less.

B27-9AB.des



Parcel B27-10

A parcel of land of an owner unknown (Lincoln Place) bounded:

NORTHWESTERLY by land now or formerly of Ernest and Elvira Spigulis, by land now or formerly of the City of Boston and by land now or formerly of Northeastern University a total of 150.15 feet;

NORTHEASTERLY by land now or formerly of the City of Boston 20 feet;

SOUTHEASTERLY by land now or formerly of Prince Hall Masonic Grand Lodge Corporation and by land now or formerly of Marion Eaton a total of 149.52 feet; and

SOUTHWESTERLY by Weston Street 20 feet.

Containing about 2,997 square feet.



Parcel B27-11

the land situated on the Northwest side of a Court or passageway twenty (20) feet wide, running Northwesterly from Weston, formerly Sudbury Street, in that part of Boston lately called Roxbury, bounded and described as follows:

- SOUTHEASTERLY by Road, Court or Passageway Thirty-six and twenty-one hundredths (36.21/100) feet;
- SOUTHWESTERLY by land now or late of Horace P. Chadbourne in part and by land now or late of William Seavey in part, Fifty-five (55) feet;
- NORTHWESTERLY by lot No. 8 in part and in part by lot no. No 7 on a plan made by T. B. Moses, Surveyor, dated Boston Highlands, September 24, 1868, and recorded with Suffolk Deeds, Book 947, Page 211, Marked "A" in the margin thereof, Thirty-six and twenty-one hundredths (36.21/100) feet; and
- NORTHEASTERLY by lot No. 15 on said plan Fifty-five (55) feet and containing 1991 x 55 feet of land according to a plan made by H. P. Moses, Surveyor, dated July 6, 1871, and recorded with Suffolk Deeds, Book 1061, Page 150 to which reference is hereby made.

B27-11.des



Title Certification

D.P.W. Parcel

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

The Commonwealth of Massachusetts through its Department of Public Works. See deed from Boston Revelopment Authority dated June 23, 1978 recorded with Suffolk County Registry of Deeds in Book 9069, Page 95 (Exhibit 1);

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.
2. Taking for widening of Columbus Avenue by Public Improvement Commission, City of Boston, dated March 19, 1963, recorded in said Deeds in Book 7759, Page 324 (Exhibit 2).

TITLE.dpw



Parcel 199, 231

Beginning at a point, said point being the intersection of the Easterly sideline of Columbus Avenue and the Southerly sideline of Sarsfield Street, thence running

S36°-17'-42"E by Sarsfield Street 43.38 feet; thence turning and running

S53°-23'-17"W by Parcels 200 and 232 65.00 feet; thence turning and running

N37°-25'-46"W by Parcel 232 38.42 feet; thence turning and running

N40°-04'-25"E by Columbus Avenue 65.98 feet to the point of beginning.

Said Parcel 199, 231 contains two thousand six hundred and seventy-five (2,675) square feet of land, more or less.

WESTON STREET

Northwesterly by Columbus Avenue, thirty and 10/100 feet; northeasterly by the northeasterly line of Weston Street, two hundred fourteen and 66/100 feet on a curve of two thousand four hundred ninety-one and 00/100 feet radius; southeasterly by Tremont Street, twenty-nine and 58/100 feet; and southwesterly by the southwesterly line of Weston Street, two hundred nine and 83/100 feet; containing six thousand three hundred sixty-eight square feet more or less.

describe.3

Title Certification

Columbus Avenue

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority. See Discontinuance by City of Boston, Public Improvement Commission, dated June 9, 1988, recorded with Suffolk County Registry of Deeds in Book 14846, Page 200 (Exhibit 1).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.

title.6



COLUMBUS AVENUE

Whittier Street to Melnea Cass Boulevard

Southwesterly by Whittier Street, eighty-one and 19/100 feet; northwesterly by the northwesterly line of Columbus Avenue as it existed prior to this order, by five measurements, sixty-seven and 01/100 feet, ninety-eight and 19/100 feet, three hundred twenty-seven and 38/100 feet; thirty and 29/100 feet; and one hundred sixty-two and 07/100 feet; northeasterly by Melnea Cass Boulevard, ninety-one feet; southeasterly by the southeasterly line of Columbus Avenue as it existed prior to this order, by two measurements, sixteen and 52/100 feet on a curve of ten and 00/100 feet radius, and five hundred twenty-eight and 94/100 feet; again southeasterly by Ruggles Street, fifty-one and no/100 feet; and southeasterly by the southeasterly line of Columbus Avenue as it existed prior to this order, one hundred two and 17/100 feet; containing fifty-five thousand two hundred seventy-eight square feet more or less.

describe.6

Title Certification

Ruggles Street (former location)

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority. See Discontinuance by City of Boston, Public Improvement Commission, dated June 9, 1988, recorded with Suffolk County Registry of Deeds in Book 14846, Page 146 (Exhibit 1).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.

title.7

RUGGLES STREET (former location)

Between Tremont Street and Columbus Avenue

Southeasterly by Tremont Street, by two measurements, thirty-one and 82/100 feet on a curve of one thousand, two hundred fifty-two and 00/100 feet radius, and twenty-one and 68/100 feet; southwesterly by the southwesterly line of Ruggles Street as it existed prior to this order, one hundred fifty-nine and 69/100 feet; northwesterly by Columbus Avenue, fifty-one and 41/100 feet; and northeasterly by the northeasterly line of Ruggles Street as it existed prior to this order, one hundred sixty-six and 78/100 feet; containing eight thousand one hundred fifty-six square feet more or less.

Describe.7

Title Certification

Sarsfield Street

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority. See Discontinuances by City of Boston, Public Improvement Commission, one being dated June 9, 1988, recorded with Suffolk County Registry of Deeds in Book 14846, Page 174 (Exhibit 1) and the other being dated May 12, 1988, recorded with said Deeds in Book 14762, Page 126. (Exhibit 2)

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.

D2TITLE.2

SARSFIELD STREET

Southeasterly by Columbus Avenue, twenty-nine and 15/100 feet; southwesterly by the southwesterly line of Sarsfield Street as it existed prior to this order, forty and 63/100 feet; again southwesterly by Hammett Street as discontinued under an Order of the Public Improvement Commission and Mayor dated June 9, 1988, twenty and 00/100 feet; again southwesterly by the southwesterly line of Sarsfield Street as it existed prior to this order, one hundred six and 50/100 feet; northwesterly by Grinnell Street, twenty-nine and 51/100 feet; and northwesterly by the northeasterly line of Sarsfield Street as it existed prior to this order, one hundred sixty-nine and 67/100 feet; containing four thousand eight hundred eighty-five square feet more or less.

drafts\describe.1

Title Certification

Hammett Street

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority. See Discontinuance by City of Boston, Public Improvement Commission, dated May 12, 1988, recorded with Suffolk County Registry of Deeds in Book 14762, Page 140 (Exhibit 1).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.

TITLE.3

HAMMETT STREET

Northeasterly by Sarsfield Street as discontinued under an Order of the Public Improvement Commission and Mayor dated May 12, 1988, twenty and 00/100 feet; southeasterly by the southeasterly line of Hammett Street, by three measurements, sixty-two and 61/100 feet; forty-five and 10/100 feet, and ninety-one and 66/100 feet; westerly by Grinnell Street, thirty-three and 53/100 feet; and northwesterly by the northwesterly line of Hammett Street, by three measurements, ninety-three and 06/100 feet, forty-five and 83/100 feet, and forty and 00/100 feet; containing four thousand three hundred ninety-four square feet more or less.

describe.2



Title Certification

Windsor Street

This letter will serve as my certification that I have examined the indices of the Suffolk County Registries of Deeds and Probate, as of April 7, 1989. Limited only to those matters which could be ascertained from a review of the above-referenced records and indices, I have determined that title to the land described in the Schedule A Description attached hereto is vested in:

Massachusetts Bay Transportation Authority. See
Discontinuance by City of Boston, Public Improvement
Commission, dated May 12, 1988, recorded with
Suffolk County Registry of Deeds in Book 14762, Page
139 (Exhibit 1).

As used herein, 'recorded' shall mean recorded with Suffolk County Registry of Deeds.

Said title is subject to the following matters:

1. Any matter that a current municipal lien certificate would disclose.

Title.5



WINDSOR STREET

Southeasterly by Columbus Avenue, thirty and 29/100 feet; southwesterly by the southwesterly line of Windsor Street, twenty and 05/100 feet; westerly by Grinnell Street, thirty-two and 01/100 feet; and northeasterly by the northeasterly line of Windsor Street, thirty-two and 01/100 feet; containing eight hundred fifty-six square feet more or less.

describe.5



APPENDIX 4

PRO FORMA COST ESTIMATE FOR
DEVELOPMENT OF RUGGLES CENTER

DEVELOPMENT PRO FORMA

SQUARE FOOTAGE: 165,000 GROSS AREA
144,000 RENTABLE OFFICE AREA
9,000 RENTABLE RETAIL AREA

DEVELOPMENT COST SUMMARY

B U D G E T
=====

LAND	294
BASE BUILDING	16,633
GARAGE ALLOCATION	7,800
TENANT WORK	2,581
ARCHITECT AND ENGRS	990
INSURANCE	330
REAL ESTATE TAXES	85
TITLE INSURANCE	36
LEGAL & ORGANIZ COSTS	500
FINANCING FEES	1,524
LINKAGE PMTS-HOUSING	250
LINKAGE PMTS-JOBS	90
OVERHEAD & MISC	930
CHALLENGE GRANTS	0
CONTINGENCY	1,000
DEVPR'S FEE	1,280
-----	-----
TENANT CONCESSIONS	34,613
CONSTRUCTION INTEREST	5,974
OPERATING DEFICITS	2,184
-----	-----
TOTAL COST	40,882
=====	=====

FINANCING SUMMARY:

DEBT	29,369
EQUITY	11,513
SUBSIDY	0
-----	-----
	40,882
=====	=====

NOTE: All amounts are approximate.

* ECONOMIC ASSUMPTIONS			
OFFICE:	AREA RSF	RENT(1-5) \$/SF	RENT(6-10) \$/SF
PRELEASING	108,000	\$29.60	\$29.60
10 YEAR LEASES	23,400	\$29.60	\$35.50
5 YEAR LEASES	12,600	\$31.60	N.A.
RETAIL:			
10 YEAR LEASES	9,000	\$15.00	\$15.00
STABILIZED CASH FLOW			
SPACE	RATE	RSF	CASH
5 YR SPEC	\$31.60	12.6	\$398
10 YR SPEC	\$29.60	23.4	693
MAJOR 1	\$29.60	108.0	3,197
RETAIL	\$15.00	9.0	135
LESS:	810	390	316
VACANCY	5.0%		(61)
TOTAL CASH BEFORE EXPENSES			4,677
EXPENSES	\$7.60	144.0	1,094
NET CASH BEFORE DEBT			3,583
*** FREE AND CLEAR RETURN			8.8%

DEVELOPMENT PRO FORMA

SQUARE FOOTAGE:	241,000	GROSS AREA
	216,000	RENTABLE OFFICE AREA
	6,000	RENTABLE RETAIL AREA

DEVELOPMENT COST SUMMARY

B U D G E T

LAND	300
BASE BUILDING	29,979
TENANT WORK	3,360
ARCHITECT AND ENGRS	2,187
INSURANCE	580
PROPERTY TAXES	75
TITLE INSURANCE	50
LEGAL & ORGANIZ COSTS	460
MARKETING	200
FINANCING FEES	500
LINKAGE PMTS-HOUSING	610
LINKAGE PMTS-JOBS	210
OVERHEAD & MISC	1,140
CHALLENGE GRANTS	0
CONTINGENCY	1,230
DEVPR'S FEE	1,570
	42,401
TENANT CONCESSIONS	1,320
CONSTRUCTION INTEREST	2,525
OPERATING DEFICITS	11
TOTAL COST	46,258

FINANCING SUMMARY:

DEBT	46,126
EQUITY	131
SURPLUS	0
	46,258

NOTE: All amounts are approximate.

* ECONOMIC ASSUMPTIONS					
OFFICE:	PRELEASING	AREA RSF	1-3 RENT	4-6 RENT	7-9 RENT
		218,000	\$20.42	\$21.06	\$21.78
			\$22.59		\$26.44

RETAIL:	10 YEAR LEASES	AREA RSF	1-3 RENT	4-6 RENT	7-9 RENT
		6,000	\$15.00	\$15.00	\$15.00

STABILIZED CASH FLOW

SPACE	RATE	RSF	CASH
MAJOR 1	\$20.42	218	4,452
RETAIL	\$15.00	6	90
PARKING	\$720	250	180
LESS:			
VACANCY	0.0%		0
TOTAL CASH BEFORE EXPENSES			4,722
EXPENSES	\$7.00	0	0
NET CASH BEFORE DEBT			4,722

*** FREE AND CLEAR RETURN 10.2%

DEVELOPMENT PRO FORMA

SQUARE FOOTAGE: 191,000 GROSS AREA
8,000 RENTABLE RETAIL AREA

* ECONOMIC ASSUMPTIONS

=====

DEVELOPMENT COST SUMMARY

B U D G E T

\$

PROJECT CONTAINS APPROXIMATELY:

200 HOTEL ROOMS

218 PARKING SPACES (3 LEVELS BELOW GRADE)

LAND 376
BASE BUILDING 34,518
FURNITURE FIXTURES & EQPT 2,190
ARCHITECT AND ENGRS 2,200
REAL ESTATE TAXES 85
INSURANCE 690
TITLE INSURANCE 30
LEGAL & ORGANIZ 500
MARKETING/PROOPENING 1,125
FINANCING FEE 200
LINKAGE PMTS (HOUSING/JOB) 720
PERMITS & FEES 315
OVERHEAD 960
WORKING CAPITAL 1,730
DEVELOPER'S FEE 1,360
CONTINGENCY -----
46,929

TENANT CONCESSIONS

CONSTRUCTION INTEREST 3,027
START-UP 244

TOTAL COST -----
\$50,280

MORTG FUNDING 22,018
SUBSIDIZED EQUITY 0
EQUITY CONTRIB 28,262
TOTAL FINANCING -----
50,280

NOTE: All amounts are approximate.

STABILIZED CASH FLOW

=====

SPACE	RATE	RSF	CASH
HOTEL NET CASH FLOW			\$2,484
PARKING			199
RETAIL	\$15.00	8.0	120
LESS:			
VACANCY	0.0%		0
NET CASH BEFORE DEBT			2,803

*** FREE AND CLEAR RETURN 5.6%

DEVELOPMENT PRO FORMA

SQUARE FOOTAGE:	140,000	GROSS AREA
	131,000	RENTABLE OFFICE AREA
	1,000	RENTABLE RETAIL AREA

DEVELOPMENT COST SUMMARY

BUDGET

LAND	230
BASE BUILDING	20,970
TELEPHONE	2,317
TELETYPE	1,260
ARCHITECT AND ENGRS	1,260
INSURANCE	410
REAL ESTATE TAXES	85
TITLE INSURANCE	28
LEGAL & ORGANIZ COSTS	400
MARKETING	1,391
FINANCING FEES	260
LINKAGE PHIS-HOUSING	390
LINKAGE PHIS-JOBS	130
OVERHEAD & MISC	830
CONTINGENCY	890
DEVELOPER'S FEE	1,140

TENANT CONCESSIONS
CONSTRUCTION INTEREST
OPERATING DEFICITS
TOTAL COST

FINANCING SUMMARY:

DEBT	25,569	
EQUITY	10,798	
SUBSIDY	0	

	36,367	

NOTE: All amounts are approximate

* ECONOMIC ASSUMPTIONS *****	AREA RSF	RENT(1-5) \$/SF	RENT(6-10) \$/SF
OFFICE: PRELEASING	98,250	\$30.90	\$30.90
10 YEAR LEASES	21,288	\$30.90	\$36.90
5 YEAR LEASES	11,463	\$32.90	N.A.
RETAIL: 10 YEAR LEASES	1,000	\$15.00	\$15.00

STABILIZED CASH FLOW

SPACE	RATE	RSF	CASH
YR SPEC	\$32.90	11.5	\$377
YR SPEC	\$30.90	21.3	658
MAJOR 1	\$30.90	98.3	3,036
RETAIL	\$15.00	1.0	15
PARKING	1032	117	121
LESS: VACANCY	5.0%		(52)
TOTAL CASH BEFORE EXPENSES			4,154
EXPENSES			1,035
NET CASH BEFORE DEBT			3,119

*** FREE AND CLEAR RETURN 8.6%

APPENDIX 5

PRO FORMA COST ESTIMATE FOR
OPERATION OF RUGGLES CENTER

CASH FLOW DETAIL	YEAR----	1	2	3	4	5	6	7	8	9	10

OFFICE INCOME	5 YR	205	378	378	378	378	398	354	472	472	472
10 YR		356	658	658	658	658	831	831	831	831	831
MAJOR INCOME	10 YR	3,197	3,197	3,197	3,197	3,197	3,197	3,197	3,197	3,197	3,197
RETAIL INCOME		69	128	128	128	128	135	135	135	135	135
PARKING INCOME		163	325	325	325	325	400	416	432	450	468
GROSS RENTAL INCOME		3,828	4,361	4,361	4,361	4,361	4,561	4,516	4,634	4,634	4,634
EXP & TAX ESCALATION	5 YR	0	10	21	32	44	21	0	5	10	15
EXP & TAX ESCALATION MAJOR TENANT		0	32	88	132	184	237	265	320	378	438
TOTAL EXPENSE & TAX ESCALATION		0	43	88	132	184	237	265	320	378	438
TOTAL REVENUE		3,990	4,729	4,787	4,847	4,910	5,197	5,197	5,387	5,462	5,540
OPERATING EXPENSES		1,094	1,138	1,184	1,231	1,280	1,332	1,385	1,440	1,498	1,558
VACANCY CREDIT		26	0	0	0	0	0	0	0	0	0
CASH FLOW UNLEVERAGED B4 TAX (NOI)		2,922	3,591	3,603	3,616	3,630	3,795	3,571	3,872	3,889	3,906
DEBT SERVICE-FIRST MORTGAGE		2,937	2,937	2,937	2,937	2,937	3,115	3,367	3,367	3,367	3,367
SERVICES PROVIDED		184	0	0	0	0	0	0	0	0	0
CASH AFTER DEBT BEFORE LEASER PARTICIPATION		169	654	666	679	693	679	205	505	522	539
CASH LEVERAGED BEFORE TAX		169	654	666	679	693	679	205	505	522	539
		*****	*****	*****	*****	*****	*****	*****	*****	*****	*****

NOTE: All amounts are approximate.

CASH FLOW DETAIL	1	2	3	4	5	6	7	8	9	10
YEAR==>	----	----	----	----	----	----	----	----	----	----
MAJOR INCOME	4,452	4,452	4,452	4,591	4,591	4,591	4,748	4,748	4,748	4,924
RETAIL INCOME	90	90	90	90	90	90	90	90	90	90
GROSS RENTAL INCOME	4,542	4,542	4,542	4,681	4,681	4,681	4,838	4,838	4,838	5,014
PARKING INCOME	180	180	202	211	219	228	237	246	256	266
TOTAL REVENUE	4,722	4,722	4,745	4,892	4,900	4,909	5,075	5,084	5,094	5,280
CASH FLOW UNLEVERAGED B4 TAX (NOI)	4,722	4,722	4,745	4,892	4,900	4,909	5,075	5,084	5,094	5,280
DEBT SERVICE-FIRST MORTGAGE	4,857	4,857	4,857	4,857	4,857	4,857	5,084	5,084	5,084	5,084
START-UP CREDIT	11	0	0	0	0	0	0	0	0	0
CASH AFTER DEBT BEFORE LENDER PARTICIPATION	(124)	(135)	(113)	35	43	52	(9)	0	10	196
COMMUNITY DEV FUND SHARE OF NOI	0	0	0	0	0	52	0	0	7	195
CASH LEVERAGED BEFORE TAX	(124)	(135)	(113)	35	43	0	(9)	0	3	1

NOTE: All amounts are approximate.

CASH FLOW DETAIL	1	2	3	4	5	6	7	8	9	10
=====	----	----	----	----	----	----	----	----	----	----
HOTEL NET INCOME	1,952	2,197	2,484	2,736	3,019	3,161	3,312	3,464	3,626	3,792
DEBT SERVICE INCOME	65	120	120	120	120	120	120	120	120	120
PARKING INCOME	108	117	227	237	248	259	271	283	295	309
TOTAL NET REVENUE	2,125	2,534	2,831	3,093	3,387	3,540	3,703	3,867	4,041	4,221
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
CASH FLOW UNLEVERAGED 84 TAX (NOI)	2,125	2,534	2,831	3,093	3,387	3,540	3,703	3,867	4,041	4,221
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
DEBT SERVICE-FIRST MORTGAGE	2,202	2,202	2,202	2,202	2,202	2,336	3,362	3,362	3,362	3,362
START-UP CREDIT	244	0	0	0	0	0	0	0	0	0
CASH AFTER DEBT BEFORE LENDER PARTICIPATION	167	332	629	891	1,185	1,204	340	504	679	858
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
CASH LEVERAGED BEFORE TAX	167	332	629	891	1,185	1,204	340	504	679	858
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

NOTE: All amounts are approximate.

CASH FLOW DETAIL	1	2	3	4	5	6	7	8	9	10
=====	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
5 YR	194	358	358	358	358	377	336	448	448	448
10 YR	338	625	625	625	625	786	786	786	786	786
MAJOR INCOME	3,036	3,036	3,036	3,036	3,036	3,036	3,036	3,036	3,036	3,036
RETAIL INCOME	8	14	14	14	14	15	15	15	15	15
PARKING INCOME	62	124	129	134	140	153	159	165	172	179
GROSS RENTAL INCOME	3,576	4,033	4,033	4,033	4,033	4,214	4,173	4,285	4,285	4,285
EXP & TAX ESCALATION	0	10	20	31	42	20	0	5	9	14
EXP & TAX ESCAL - MAJOR TENANT	0	31	63	97	132	168	206	245	286	329
TOTAL EXPENSE & TAX ESCALATION	0	41	83	128	174	224	251	303	357	414
TOTAL REVENUE	3,638	4,198	4,246	4,295	4,346	4,591	4,582	4,753	4,814	4,877
OPERATING EXPENSES	1,035	1,076	1,119	1,164	1,211	1,259	1,309	1,362	1,416	1,473
VACANCY CREDIT	24	0	0	0	0	0	0	0	0	0
CASH FLOW UNLEVERAGED B4 TAX (NOI)	2,627	3,122	3,126	3,131	3,136	3,270	3,050	3,326	3,332	3,338
DEBT SERVICE-FIRST MORTGAGE	2,557	2,557	2,557	2,557	2,557	2,712	2,892	2,892	2,892	2,892
START-UP CREDIT	100	0	0	0	0	0	0	0	0	0
CASH AFTER DEBT BEFORE PARTICIPATION	171	565	570	574	579	557	158	434	440	446
CASH LEVERAGED BEFORE TAX	171	565	570	574	579	557	158	434	440	446
=====	=====	=====	=====	=====	=====	=====	=====	=====	=====	=====

NOTE: All amounts are approximate

APPENDIX 6

SITE PLANS

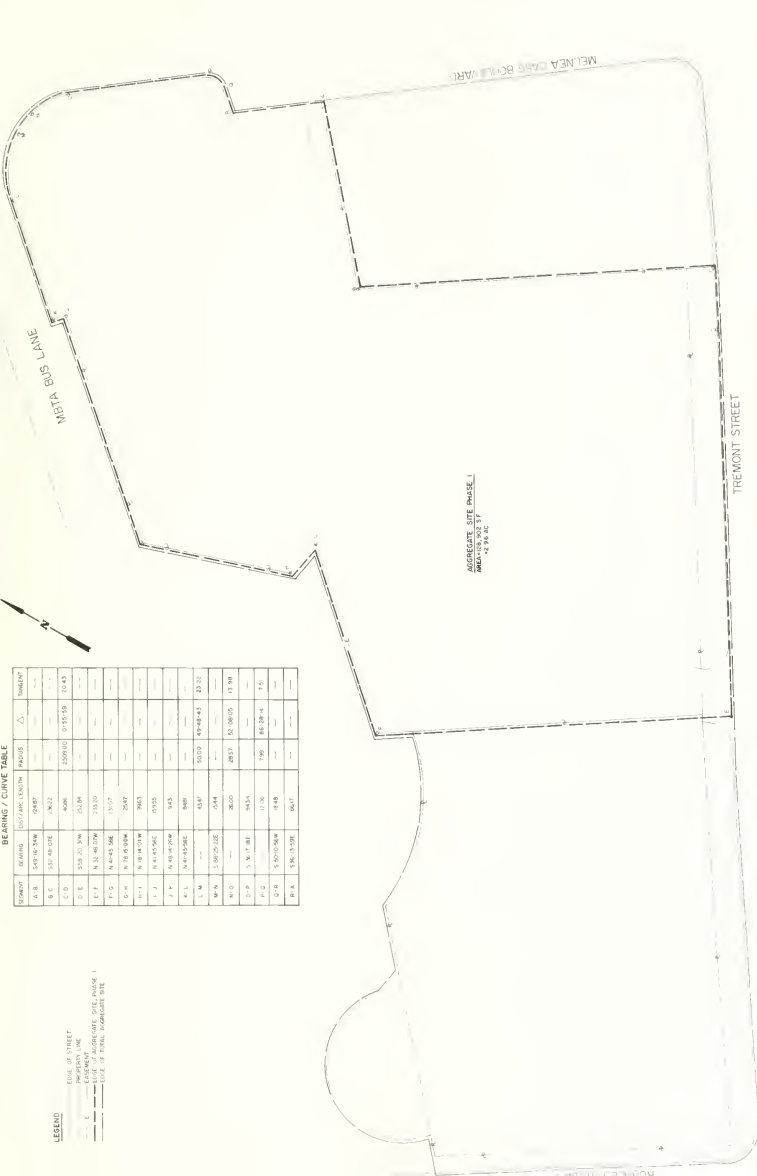
- A. SITE AREA DIAGRAM *
- B. PROPOSED APPORTION PLAN 1
- C. EXISTING CONDITIONS PLANS * (3 sets)
- ✓ D. SITE AREA DIAGRAM PHASE 1
- ✓ E. PARCELIZATION PLAN FOR PHASE 1

* In separate envelopes on same #

BEARING / CURVE TABLE

STATION	BEARING	CHORD LENGTH	RADIUS	Δ	TANGENT
A-B	S 45° 16' 34" W	194.87	---	---	---
B-C	S 57° 48' 07" E	282.2	---	---	---
C-D	---	42.06	2500.00	17° 51' 55"	20.43
D-E	S 53° 30' 34" W	253.94	---	---	---
E-F	N 34° 48' 27" E	233.20	---	---	---
F-G	N 4° 45' 58" E	15.17	---	---	---
G-H	N 78° 55' 09" E	254.27	---	---	---
H-I	N 39° 47' 19" E	---	---	---	---
I-J	N 4° 45' 58" E	151.55	---	---	---
J-K	N 48° 18' 28" E	34.3	---	---	---
K-L	N 42° 45' 58" E	54.89	---	---	---
L-M	---	---	30.00	48° 48' 43"	23.32
M-N	S 80° 29' 02" E	154.4	---	---	---
N-O	---	36.00	2837	52° 38' 05"	17.99
O-P	S 36° 17' 48" E	343.4	---	---	---
P-Q	---	17.56	1799	88° 38' 14"	7.51
Q-R	S 50° 07' 58" E	18.48	---	---	---
R-A	S 56° 13' 59" E	56.17	---	---	---

AGGREGATE SITE PHASE 1
IMPERVIOUS SURF
42.96 AC



SITE AREA DIAGRAM PHASE 1

RUGGLES CENTER
METROPOLITAN COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS
DMC ENGINEERING INC

JUNE 1, 1989

APPENDIX 7

OWNERS AND ABUTTERS TO SITE

OWNERS AND ABUTTERS TO SITE

I. Owners of Property within the Project Area

1. Ruggles Street, Columbus Avenue, Whittier Street
Ward 9, Parcel 2711
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Ruggles Street, Roxbury Crossing, MA 02120
2. Tremont Street, Whittier Street
Ward 9, Parcel 2704
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Tremont Street, Roxbury Crossing, MA 02120
3. Ruggles Street, Grinnell Street
Ward 9, Parcel 2719
Owner: Northeastern University¹
Mailing Address: Ruggles, Roxbury Crossing, MA 02120
4. Grinnell Street, Railroad Location
Ward 9, Parcel 2718²
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Ruggles, Roxbury Crossing, MA 02120
5. Hammett Street, Grinnell Street, Sarsfield street
Ward 9, Parcel 1348
Owner: Northeastern University¹
Mailing Address: Hammett, Roxbury Crossing, MA 02120
6. Hammett Street, Grinnell Street
Ward 9, Parcel 1352
Owner: Northeastern University¹
Mailing Address: Hammett, Roxbury Crossing, MA 02120

¹ Although the City of Boston Assessor's records show the assessed owner of these parcels to be Northeastern University, the Title Report as set forth in Appendix 3 attached hereto indicates title is vested in the Massachusetts Bay Transportation Authority.

² Only a portion of this Parcel is located within the Project Area.

II. Owners of Property which Abuts the Project Area

1. 55 New Dudley, 1182 Tremont Street, 52 Whittier Street.
Vernon Street, Kent Street
Ward 9, Parcel 2980
Owner: Boston Redevelopment Authority
Mailing Address: 55 New Dudley, Roxbury Crossing, MA 02120
2. Whittier Street, Columbus Avenue, Motley Street
Ward 9, Parcel 2771
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Columbus Avenue, Roxbury Crossing, MA 02120
3. St. Cyprians Place
Ward 9, Parcel 2717
Owner: Massachusetts Bay Transportation Authority
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
4. St. Cyprians Place
Ward 9, Parcel 2717-10
Owner: Northeastern University
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
5. Columbus Avenue
Ward 9, Parcel 2712
Owner: Northeastern University
Mailing Address: Columbus Avenue, Roxbury Crossing, MA 02120
6. Tremont Street, Melnea Cass Place, Columbus Avenue
Ward 9, Parcel 2755
Owner: Commonwealth of Massachusetts DPW
Mailing Address: Tremont Street, Roxbury Crossing, MA 02120
7. 1130 Tremont Street
Ward 9, Parcel 2240
Owner: Commonwealth of Massachusetts DPW
Mailing Address: Newbern, Roxbury Crossing, MA 02120
8. 1130 Tremont Street
Ward 9, Parcel 2284
Owner: Boston Redevelopment Authority
Mailing Address: 1130 Tremont Street, Roxbury Crossing, MA 02120
9. 175 Ruggles Street
Ward 9, Parcel 2279
Owner: Boston Redevelopment Authority
Mailing Address: 175 Ruggles Street, Roxbury Crossing, MA 02120

10. 200 Ruggles, 155 Cabot Street, 15 Whittier Street
Ward 9, Parcel 2643
Owner: City of Boston
Mailing Address: Tremont Street, Roxbury Crossing, MA 02120
11. Prentis Street
Ward 4, Parcel 2042
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Prentis, Roxbury Crossing, MA 02120
12. Ruggles Street
Ward 4, Parcel 2043
Owner: City of Boston
Mailing Address: Prentis, Roxbury Crossing, MA 02120
13. 105 Forsyth
Ward 4, Parcel 2128
Owner: Northeastern University
Mailing Address: 360 Huntington Avenue, Boston, MA 02115
14. Ward 4, Parcel 2128-1
This parcel is shown on the engineer map for the City of Boston
but is not cross-referenced in the assessor's records.
15. Ruggles Street
Ward 4, Parcel 2123
Owner: Northeastern University
Mailing Address: Ruggles Street, Boston, MA 02115
16. Ward 4, Parcel 2235-100
This parcel is shown on the engineer map for the City of Boston
but is not cross-referenced in the assessor's records.
17. Leon Street
Ward 4, Parcel 2236
Owner: Northeastern University
Mailing Address: Leon Street, Boston, MA 02115
18. Mission Hill Extension Development
Ward 4, Parcel 2043, Sub-Parcels 100 - 700
Owner: City of Boston
Mailing Address: 3400 Elmwood Court, Texas Street

III. Abutters to Abutters within at least 300' of the Project Area

1. St. Cyprians Place
Ward 9, Parcel 1341
Owner: Massachusetts Bay Transportation Authority
Mailing Address: Columbus Avenue, Roxbury, MA 02120
2. St. Cyprians Place
Ward 9, Parcel 1341-10
Owner: Northeastern University
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
3. 775 Columbus Avenue
Ward 9, Parcel 1340
Owner: Northeastern University
Mailing Address: 775 Columbus Avenue, Roxbury Crossing, MA 02120
4. 788 Columbus Avenue, St. Cyprians Place, 48 Cunard Street
Ward 9, Parcel 1364
Owner: Albert M. Berman, Trsts
Mailing Address: 788 Columbus Avenue, Roxbury Crossing, MA 02120
5. Cunard Street
Ward 9, Parcel 1364-1
Owner: City of Boston
Mailing Address: Cunard, Roxbury Crossing, MA 02120
6. 40 Cunard Street, 21 St. Cyprians Street
Ward 9, Parcel 1363
Owner: ETC Developers, Inc.
Mailing Address: 630 Tremont Street, Boston, MA 02118
7. 15 St. Cyprians Street
Ward 9, Parcel 1362
Owner: ETC Developers, Inc.
Mailing Address: 630 Tremont Street, Boston, MA 02118
8. St. Cyprians Street
Ward 9, Parcel 1362-1
Owner: City of Boston
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
9. 1065 Tremont Street, St. Cyprians Place
Ward 9, Parcel 1361
Owner: Guido Petrino et al
Mailing Address: 1065 Tremont Street, Roxbury Crossing, MA 02120
10. 38 Cunard Street
Ward 9, Parcel 1365
Owner: Harvey Wormley
Mailing Address: 76 Ayles Road, Hyde Park, MA 02136

11. 36 Cunard Street
Ward 9, Parcel 1366
Owner: Harvey Wormley
Mailing Address: 76 Ayles Road, Hyde Park, MA 02136
12. 34 Cunard Street
Ward 9, Parcel 1367
Owner: CRT Condominium Trust
Mailing Address: 34 Cunard Street, Roxbury Crossing, MA 02120
13. 34 Cunard Street
Ward 9, Parcel 1367-2
Owner: Jenny Wy Ng, Trustee
Mailing Address: 1279 Washington Street, W. Newton, MA 02165
14. 34 Cunard Street
Ward 9, Parcel 1367-4
Owner: Jenny Wy Ng, Trustee
Mailing Address: 1279 Washington Street, W. Newton, MA 02165
15. 34 Cunard Street
Ward 9, Parcel 1367-6
Owner: Jenny Wy Ng, Trustee
Mailing Address: 1279 Washington Street, W. Newton, MA 02165
16. 32 Cunard Street
Ward 9, Parcel 1368
Owner: William M. Bingham
Mailing Address: 32 Cunard Street, Roxbury Crossing, MA 02120
17. 24 Cunard Street, 1057 Tremont
Ward 9, Parcel 1369
Owner: Asna Aronie
Mailing Address: 17 Seymour, Concord, MA 01742
18. 1079 Tremont Street, Columbus Avenue
Ward 9, Parcel 2754
Owner: Commonwealth of Massachusetts Public Works
Mailing Address: 1083 Tremont Street, Roxbury Crossing, MA 02120
19. Columbus Avenue, St. Cyprians Place
Ward 9, Parcel 2764
Owner: Barbara A. Burke, Trustee
Mailing Address: 28 State Street, #3780, Boston, MA 02109
20. St. Cyprians Place
Ward 9, Parcel 2765
Owner: Barbara A. Burke, Trustee
Mailing Address: 28 State Street, #3780, Boston, MA 02109

21. 24 St. Cyprians Place
Ward 9, Parcel 2766
Owner: Kostas Kanakakis, Trustee
Mailing Address: 24 St. Cyprians Place, Roxbury Crossing, MA 02120
22. 22 St. Cyprians Place
Ward 9, Parcel 2767
Owner: Kostas Kanakakis, Trustee
Mailing Address: 22 St. Cyprians Place, Roxbury Crossing, MA 02120
23. St. Cyprians Place
Ward 9, Parcel 2768
Owner: St. Cyprians Church
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
24. St. Cyprians Place
Ward 9, Parcel 2769
Owner: St. Cyprians Church
Mailing Address: St. Cyprians Place, Roxbury Crossing, MA 02120
25. 1030 Tremont Street
Ward 9, Parcel 2000
Owner: Roxse Homes, Inc. Mass Crp.
Mailing Address: 1070 Tremont Street, Roxbury Crossing, MA 02120
26. Warwick Street, Tremont Street
Ward 9, Parcel 1968
Owner: Commonwealth of Massachusetts DPW
Mailing Address: Warwick, Roxbury Crossing, MA 02120
27. Tremont Street
Ward 9, Parcel 1989
Owner: Boston Redevelopment Authority
Mailing Address: Tremont, Roxbury Crossing, MA 02120
28. Warwick Street, Melnea Cass Blvd., Tremont Street
Ward 9, Parcel 1970
Owner: Commonwealth of Massachusetts DPW
Mailing Address: Warwick, Roxbury Crossing, MA 02120
29. Weston Street
Ward 9, Parcel 2225
Owner: Commonwealth of Massachusetts DPW
Mailing Address: Weston Street, Roxbury Crossing, MA 02120
30. Weston Street
Ward 9, Parcel 2275
Owner: Roman Catholic Archbishop of Boston
Mailing Address: 159 Ruggles Street, Roxbury Crossing, MA 02120

31. 34 Weston Street
Ward 9, Parcel 2294
Owner: Roman Catholic Archbishop
Mailing Address: 34 Weston Street, Roxbury Crossing, MA 02120
32. Ruggles Street, Field Street
Ward 4, Parcel 2140
Owner: Massachusetts Bay Transportation Authority
Mailing Address: 275 Ruggles Street, Boston, MA 02115
33. Leon Street
Ward 4, Parcel 2133
Owner: Northeastern University
Mailing Address: Leon Street, Boston, MA 02115
34. 54 Leon Street
Ward 4, Parcel 2132
Owner: Northeastern University
Mailing Address: 54 Leon Street, Boston, MA 02115

APPENDIX 8

USE CHART

- A. RUGGLES CENTER
- B. PHASE 1

PROPOSED USES
FOR RUGGLES CENTER

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
32	Telephone exchange (other than automatic).
33	Fire station; police station.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink

is served to, or consumed by, persons while seated in motor vehicles.

- 38 Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including motion picture concert hall; dance hall; skating rink; bowling alley; pool room; billiard parlor; other social, recreational or sports center conducted for profit; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).
- 39A Clinic not accessory to a main use.
- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station or laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 54 Wholesale business, including accessory storage (other than of flammable liquids, gases and explosives) in roofed structures.
- 56 Warehouse.
- 60 Car wash.

- 68 Manufacture or repair of various products,
including, without limitation:
- Cameras or other photographic equipment;
electronic components and supplies; leather
products, including shoes, machine belting,
and the like; optical equipment, clocks, or
similar precision instruments.
- 72A As an accessory use subject to the
limitations and restrictions of Article 10,
a swimming pool or tennis court not within
a required front yard.
- 80 As an accessory use subject to the
limitations and restrictions of Article 10,
the storage of flammable liquids and gases
incidental to a lawful use.
- 81 As an accessory use subject to the
limitations and restrictions of Article 10,
the manufacture, assembly or packaging of
products sold on the lot.
- 85 As an accessory use (other than an
accessory office) subject to the
limitations and restrictions of Article 10,
any use ancillary to, and ordinarily
incident to, a lawful main use.
- 86 As an accessory use subject to the
limitations and restrictions of Article 10,
the maintenance and operation of not more
than four amusement game machines:
- a. in a private club or similar
noncommercial use.
 - b. in a bar, tavern or other commercial
establishment where alcoholic beverages
are sole and consumed.
 - c. in a store, self-service laundry,
restaurant, or other commercial
establishment (other than a commercial
establishment where alcoholic beverages
are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions
Required)

<u>No.</u>	<u>Use Item</u>
16A	College or university granting degrees by authority of the Commonwealth of Massachusetts.
18	Trade, professional or other school.
19	Machine shop or other noise activity accessory to a school, college or university.
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
28	Private grounds for games and sports not conducted for profit.
29	Adult education center building; community center building; settlement house.
30	Private club (including quarters of fraternal organizations) operated for members only.
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).

- 40 Real estate insurance or other agency
office (conditional through April 28,
1990).
- 41 Office building, post office, bank or
similar establishment (conditional
through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, or across
the street from, but in the same district
as, a lawful use to which it is ancillary
and ordinarily incident and for which it
would be a lawful accessory use if it
were on the same lot; any such use on
such a lot in another district unless
such use is a use specifically forbidden
in such other district.
- 72 As an accessory use, a garage or parking
space for occupants, employees,
customers, students and visitors.
- 77 As an accessory use subject to the
limitations and restrictions of Article
10, the keeping of laboratory animals
incidental to an educational or
institutional use.
- 78 As an accessory use subject to the
limitations and restrictions of Article
10, in hotels with more than fifty
sleeping rooms, newsstand, barber shop,
dining room and similar services
primarily for the occupants thereof, when
conducted wholly within the building and
entered solely from within the building.
- 84 As an accessory use subject to the
limitations and restrictions of Article
10, any nonresidential use lawful in a I
district.

85 An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

3. Forbidden Uses (Exceptions Required)

<u>No.</u>	<u>Use Item</u>
15	Hotel; motel; apartment hotel.
22	Clinic or professional offices accessory to a hospital or sanatorium whether or not on the same lot.

PROPOSED USES
FOR PHASE 1

1. Permitted Uses

<u>No.</u>	<u>Use Item</u>
17	Day care center.
27	Open space in public or private ownership for active or passive recreational use or to the conservation of natural resources.
31	Automatic telephone exchange.
34	Stores primarily serving the local retail business needs of the residents of the neighborhood, including, but not limited to a store retailing one or more of the following: food, baked goods, groceries, packaged alcoholic beverages, drugs, tobacco products, clothing, dry goods, books, flowers, paint, hardware and minor household appliances.
35	Store serving the general retail business needs of a major part of the city, including accessory storage.
36A	Sale over the counter of non-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
37	Lunch room, restaurant, cafeteria or other place for the service or sale of food or drink for on-premises consumption, provided that there is no dancing nor entertainment other than phonograph, radio and television, and that neither food nor drink is served to, or consumed by, persons while seated in motor vehicles.
38	Place for sale and consumption of food and beverages (other than drive-in restaurant) providing dancing or entertainment or both; theatre (including



motion picture concert hall; or any commercial establishment maintaining and operating any amusement game machine (other than as an accessory use described in Use Item No. 86b or 86c).

- 42 Office or display or sales space of a wholesale, jobbing or distributing house.
- 43 Barber shop; beauty shop; shoe repair shop; self-service laundry; pick-up and delivery station of laundry or dry-cleaner; or similar use.
- 44 Tailor shop, hand laundry; dry cleaning shop (provided that only nonflammable solvents are used for cleaning).
- 46 Caterer's establishment; photographer's studio.
- 48 Research laboratory; radio or television studio.
- 50 Place for the service or sale of on-premises prepared food or drink for on-premises or off-premises consumption, providing off-street parking facilities for its customers while doing business on the premises; outdoor sale or display for sale of garden supplies, agricultural produce, flowers and the like.
- 60 Car wash.
- 68 Manufacture or repair of various products, including, without limitation:
- Cameras or other photographic equipment; electronic components and supplies; leather products, including shoes, machine belting, and the like; optical equipment, clocks, or similar precision instruments.
- 80 As an accessory use subject to the limitations and restrictions of Article 10, the storage of flammable liquids and gases incidental to a lawful use.
- 81 As an accessory use subject to the limitations and restrictions of Article



10, the manufacture, assembly or packaging of products sold on the lot.

85 As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

86 As an accessory use subject to the limitations and restrictions of Article 10, the maintenance and operation of not more than four amusement game machines:

- a. in a private club, or similar noncommercial use.
- b. in a bar, tavern or other commercial establishment where alcoholic beverages are sold and consumed.
- c. in a store, self-service laundry, restaurant, or other commercial establishment (other than a commercial establishment where alcoholic beverages are sold and consumed).

2. Conditional Uses (Conditional Use Permits or Exceptions Required)

<u>No.</u>	<u>Use Item</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.



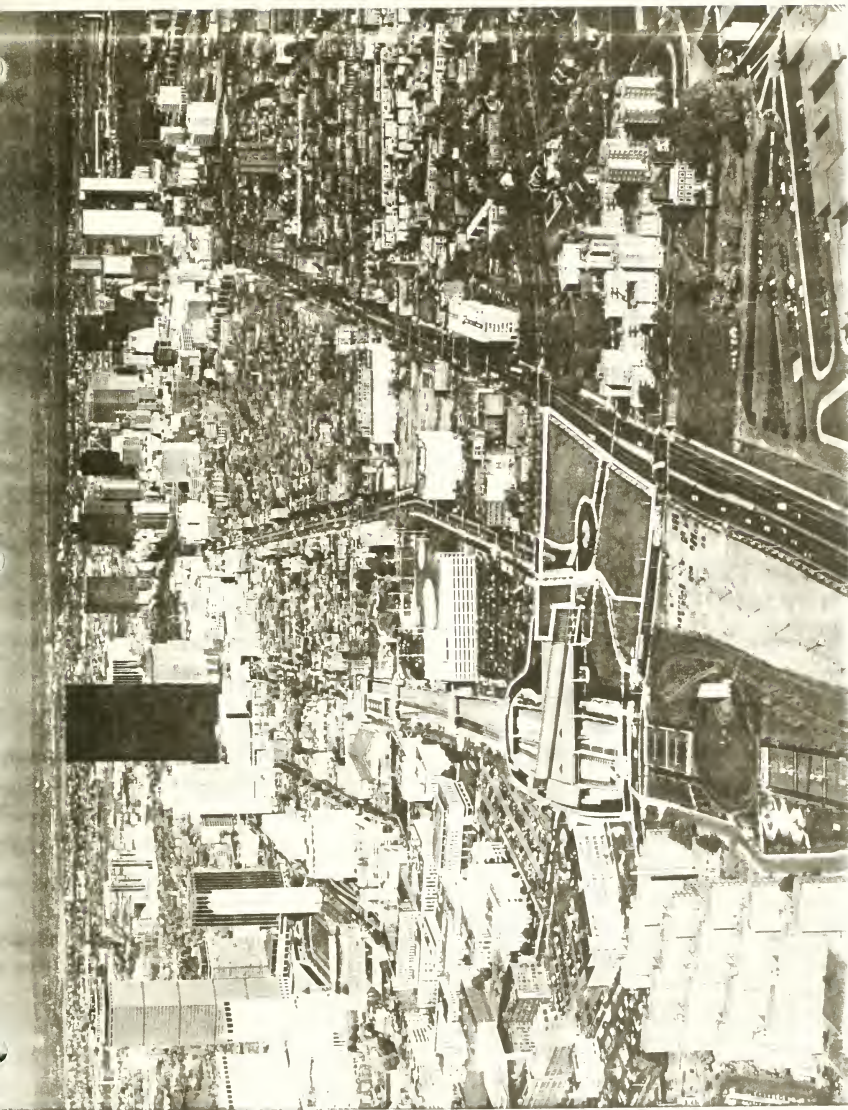
- 30 Private club (including quarters of fraternal organizations) operated for members only.
- 39 Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
- 40 Real estate insurance or other agency office (conditional through April 28, 1990).
- 41 Office building, post office, bank or similar establishment (conditional through April 28, 1990).
- 59 Parking garage.
- 61 Rental agency.
- 66 Helicopter landing facility.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
- 72 As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
- 77 As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.
- 85 An office as an accessory use subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.





APPENDIX 9

AERIAL VIEWS OF PROJECT AREA



* Aerial View of Project Site Area and Downtown Boston

APPENDIX 10

PHOTOGRAPHS OF SITE AND NEIGHBORHOOD



★ View of Project Site Area and Columbus Ave. Extension from Across Melnea Cass Blvd.



★ View of Project Site Area and Ruggles Station from Melnea Cass Blvd.



★ View of Project Site Area Across Ruggles Station



★ View of Tremont Street and Roxas Housing Project from Corner of Melnea Cass Blvd.



★ View of Whitier Street Housing Development and Tremont Street



★ View of New Townhouses at Mission Hill Extension from Across Ruggles Street



★ View of Columbus Ave. Extension from Ruggles Station



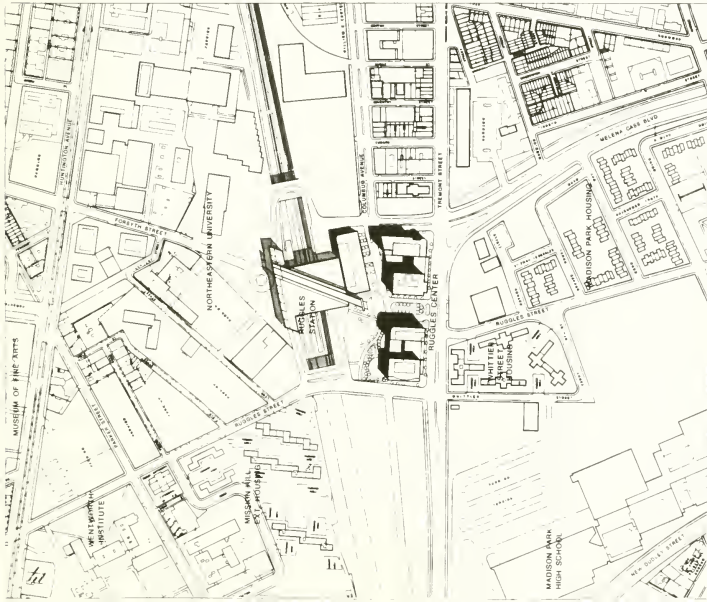
★ View of Forsyth Street and Northeastern University from Behind Ruggles Station





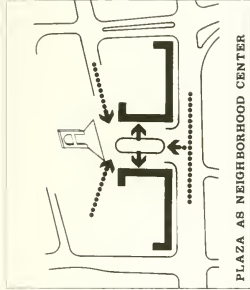
APPENDIX 11

NEIGHBORHOOD PLAN FOR RUGGLES CENTER

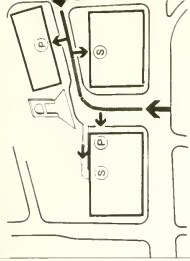


NEIGHBORHOOD PLAN

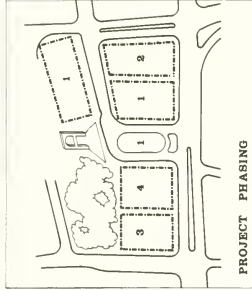
URBAN DESIGN PRINCIPLES



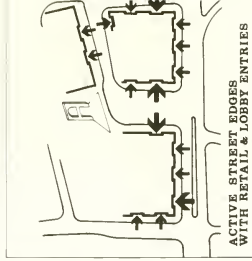
PLAZA AS NEIGHBORHOOD CENTER



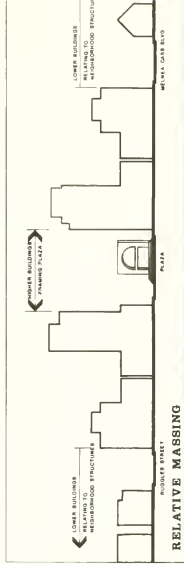
LIMITED VEHICULAR ACCESS



PROJECT PHASING



ACTIVE STREET EDGES WITH RETAIL & LOBBY ENTRIES



RELATIVE MASSING

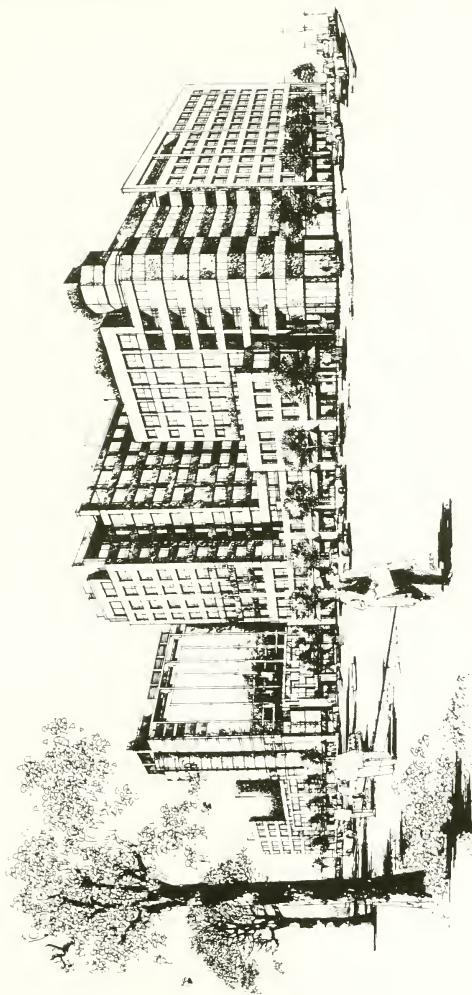
DEVELOPMENT CONCEPTS

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

APPENDIX 12

EYE-LEVEL PERSPECTIVE FOR RUGGLES CENTER



JUNE 1, 1989

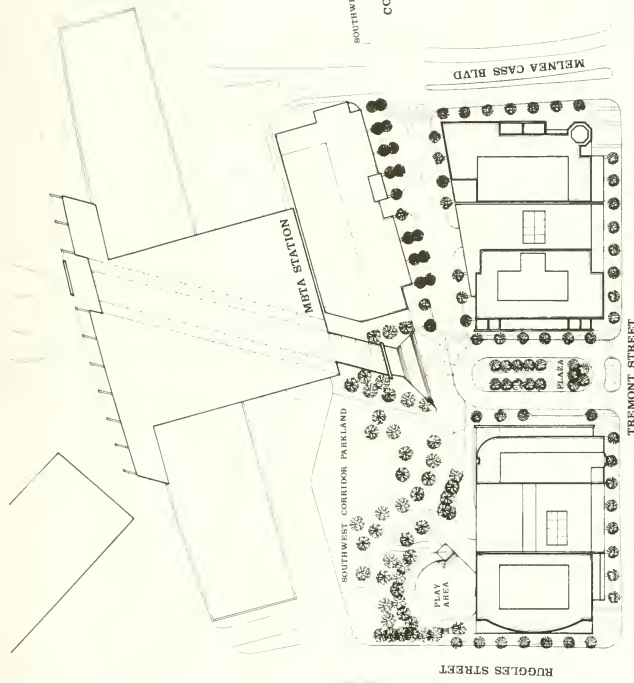
RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC ARCHITECTS AND PLANNERS

PERSPECTIVE

APPENDIX 13

MASTER PLAN DRAWINGS

- A. SITE PLAN
- B. PLAZA PLAN
- C. PARKING PLAN
- D. GROUND FLOOR PLAN
- E. SECOND FLOOR PLAN
- F. TYPICAL FLOOR PLAN
- G. BUILDING/SITE SECTION
- H. TREMONT STREET ELEVATION
- I. OFFICE BUILDING 2 ELEVATION
- J. HOTEL BUILDING ELEVATION
- K. BUILDING 1 AND 4 ELEVATION
- L. COLUMBUS AVENUE ELEVATION



SOUTHWEST CORRIDOR PARKLAND

SOUTHWEST CORRIDOR PARKLAND

COLUMBUS AVE.

RUGGLES STREET

META STATION

SOUTHWEST CORRIDOR PARKLAND

PLAY AREA

MELNEA CASS BLVD

TREMONT STREET

PLAZA

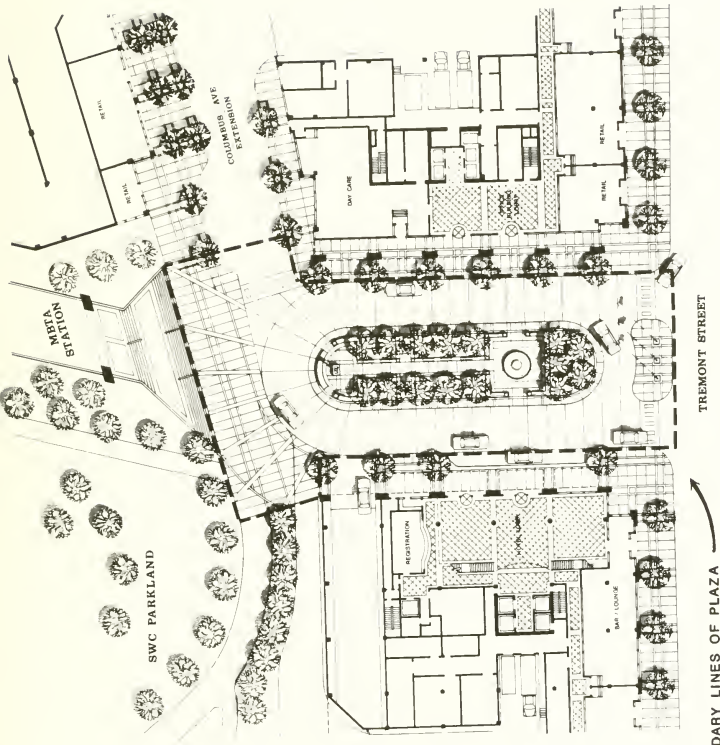
JUNE 1, 1989

SITE PLAN/ OPEN SPACE PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS







PHASE I: PLAZA PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

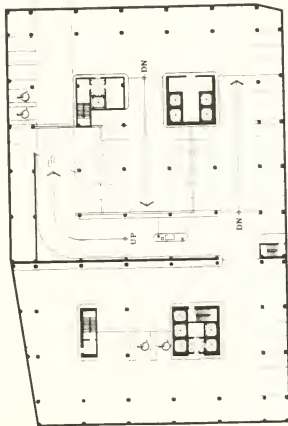
JUNE 1, 1989



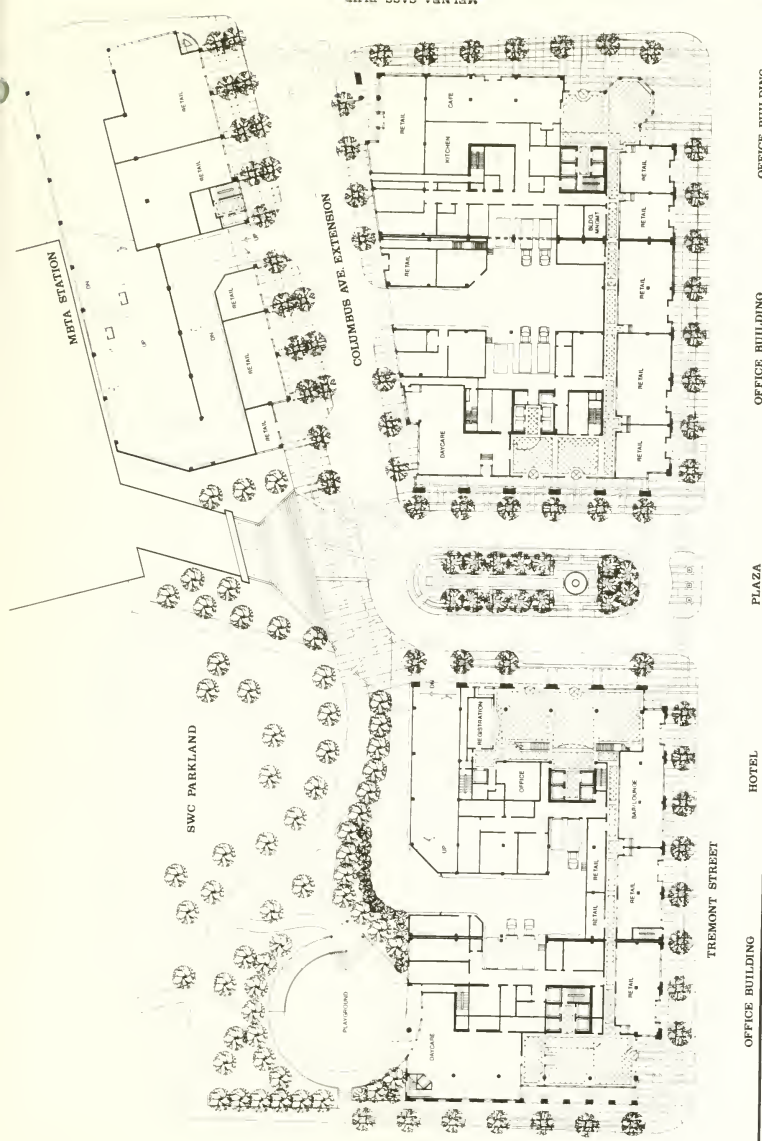
JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

FIRST PARKING LEVEL PLAN
(LEVELS 2 & 3 SIMILAR)







OFFICE BUILDING

HOTEL

PLAZA

OFFICE BUILDING

OFFICE BUILDING

GROUND FLOOR PLAN

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC ARCHITECTS AND PLANNERS

JUNE 1, 1989



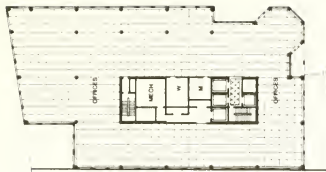
RUGGLES STREET



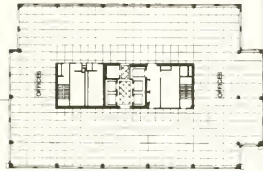


META STATION

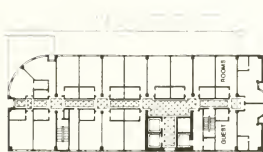
GARAGE



OFFICE BUILDING



OFFICE BUILDING



HOTEL



OFFICE BUILDING

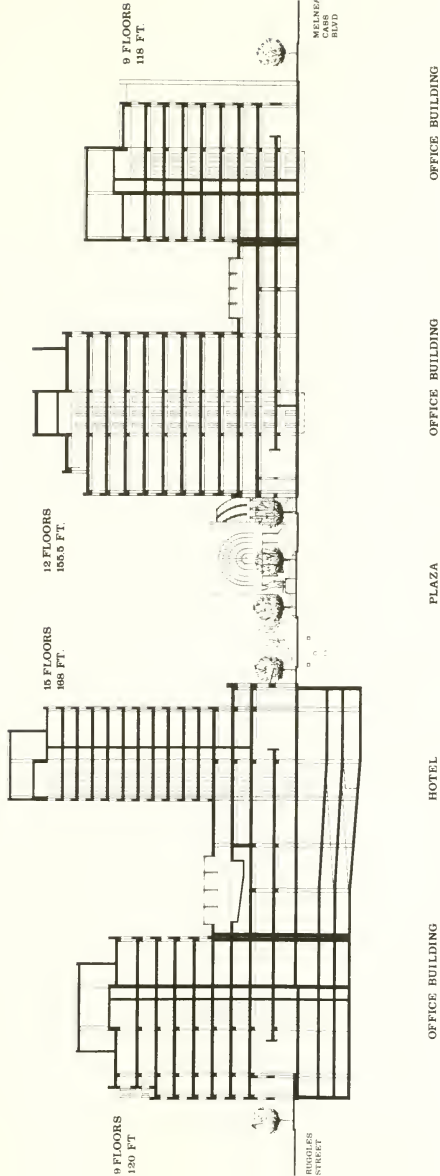
TYPICAL FLOOR PLANS

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989







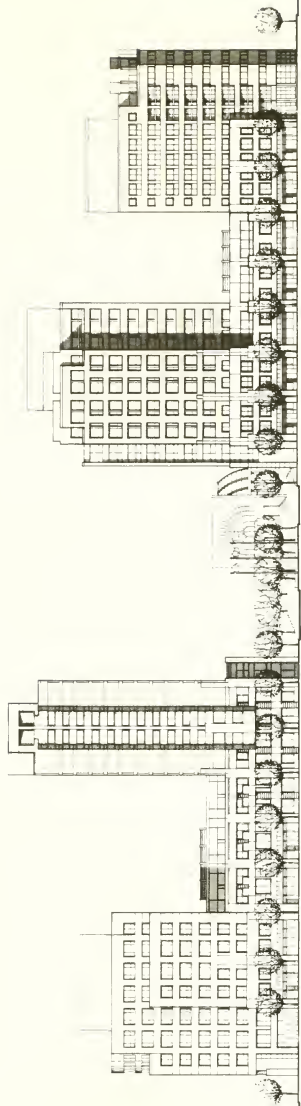
BUILDING / SITE SECTION

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989





RUGGLES
STREET

MELBA
CASE
BLVD

OFFICE BUILDING

HOTEL

PLAZA

OFFICE BUILDING

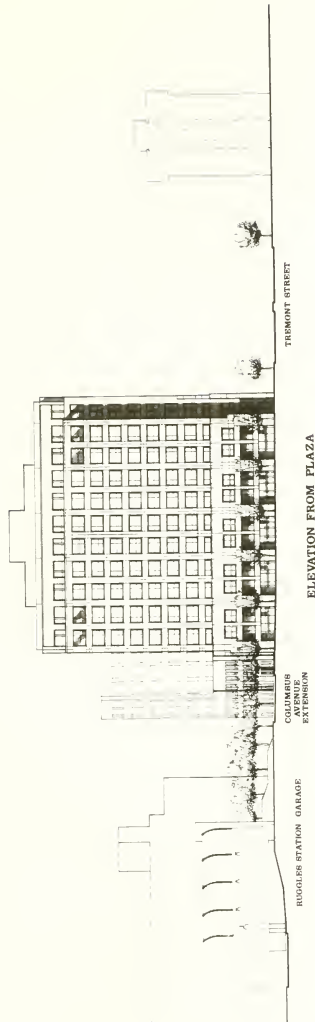
OFFICE BUILDING

TREMONT ST. ELEVATION

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989



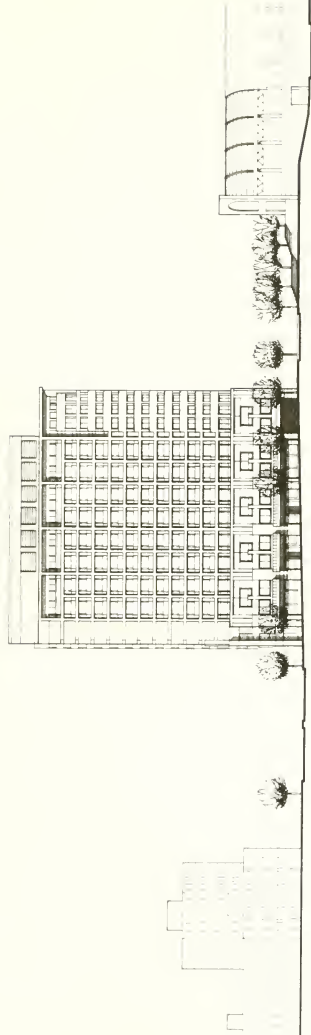


JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

OFFICE BLDG. NO. 2





ELEVATION FROM PLAZA

RUGGLES STATION

HOTEL BLDG.

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

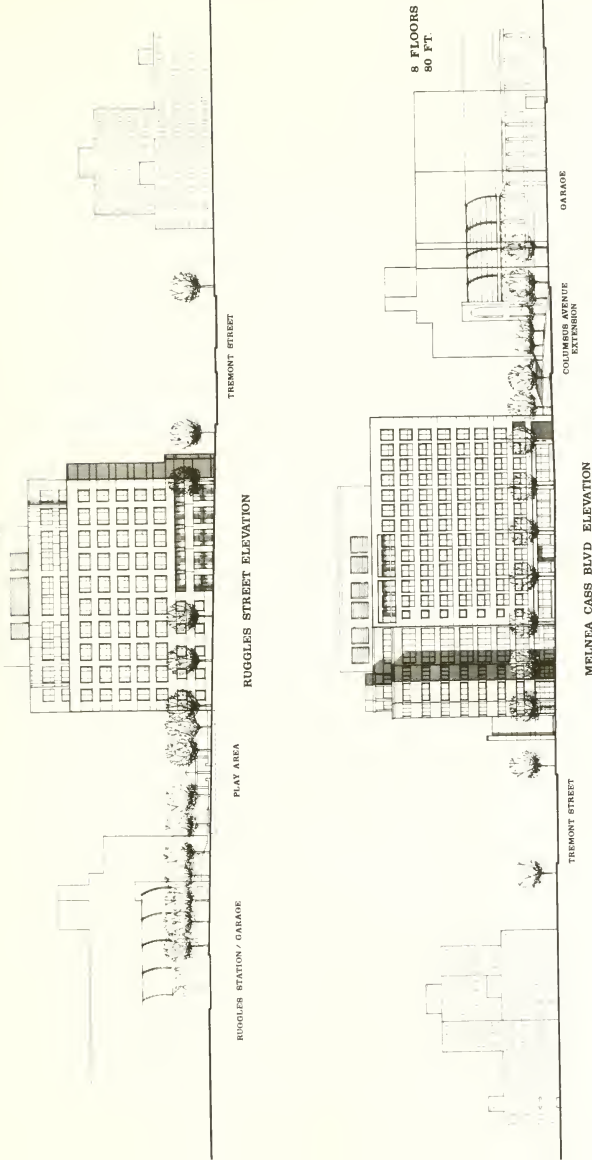
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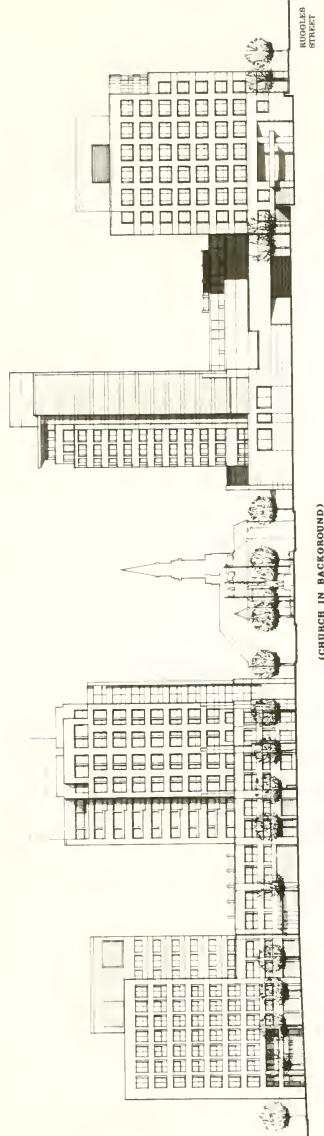
ELEVATIONS

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS







MULLEN
CARR
BUND

(CHURCH IN BACKGROUND)

OFFICE BUILDING

OFFICE BUILDING

PLAZA

HOTEL

OFFICE BUILDING

RUGGLES
STREET

COLUMBUS AVE. ELEVATION

JUNE 1, 1989

RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS

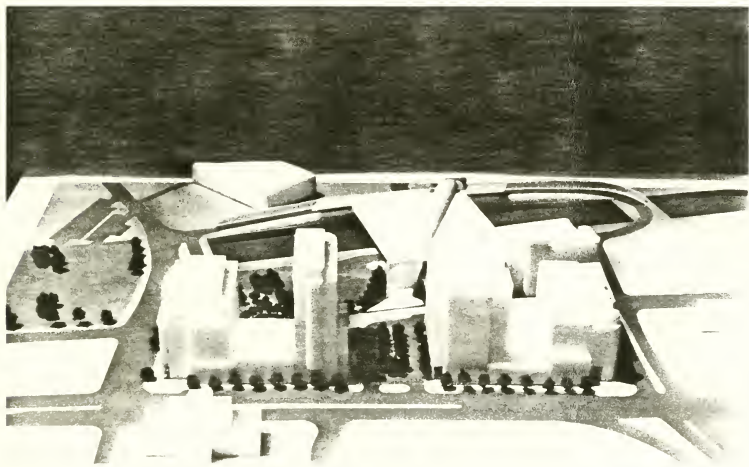
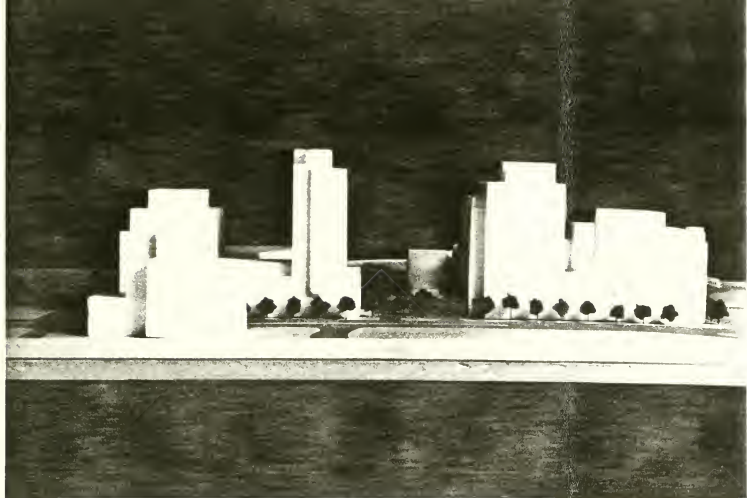




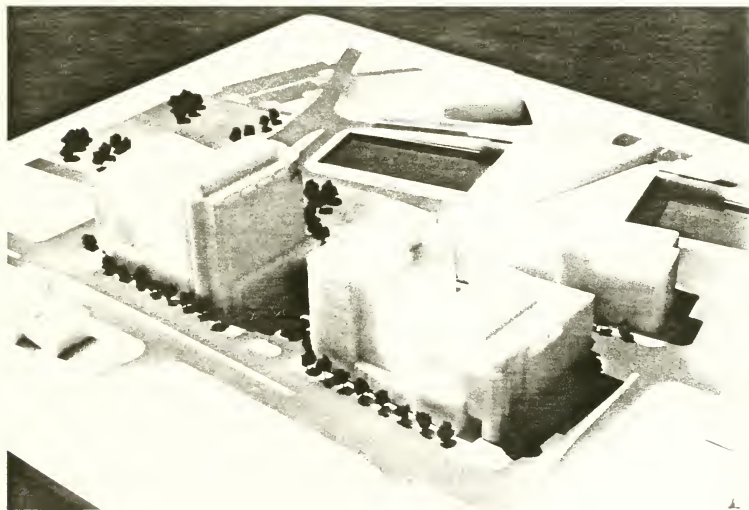
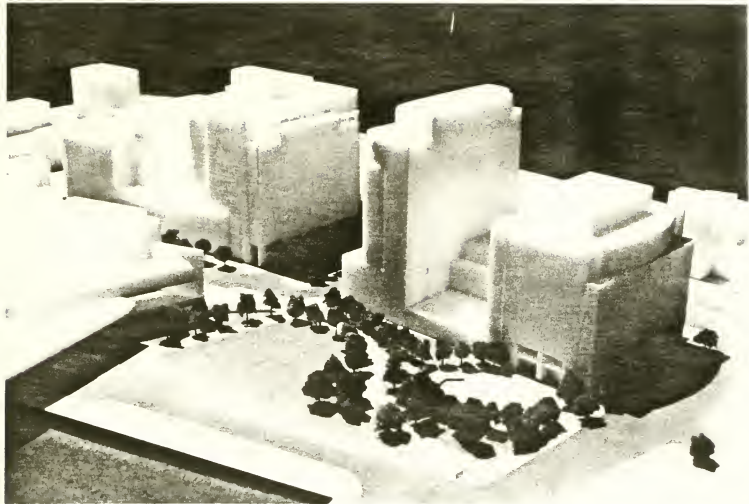


APPENDIX 14

PHOTOGRAPHS OF RUGGLES CENTER MODEL



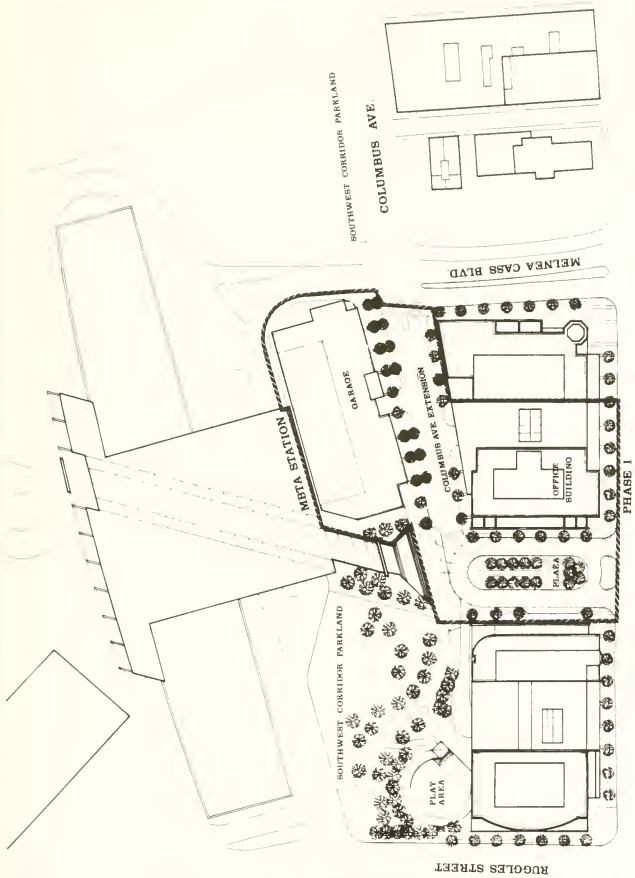
* RUGGLES CENTER MASTER PLAN MODEL



* RUGGLES CENTER MASTER PLAN MODEL

APPENDIX 15

PHASE 1 NEIGHBORHOOD PLAN



SOUTHWEST CORRIDOR PARKLAND

SOUTHWEST CORRIDOR PARKLAND

COLUMBUS AVE.

RUGGLES STREET

TREMONT STREET

MELNEA CASS BLVD

PHASE I

PHASE I: NEIGHBORHOOD PLAN

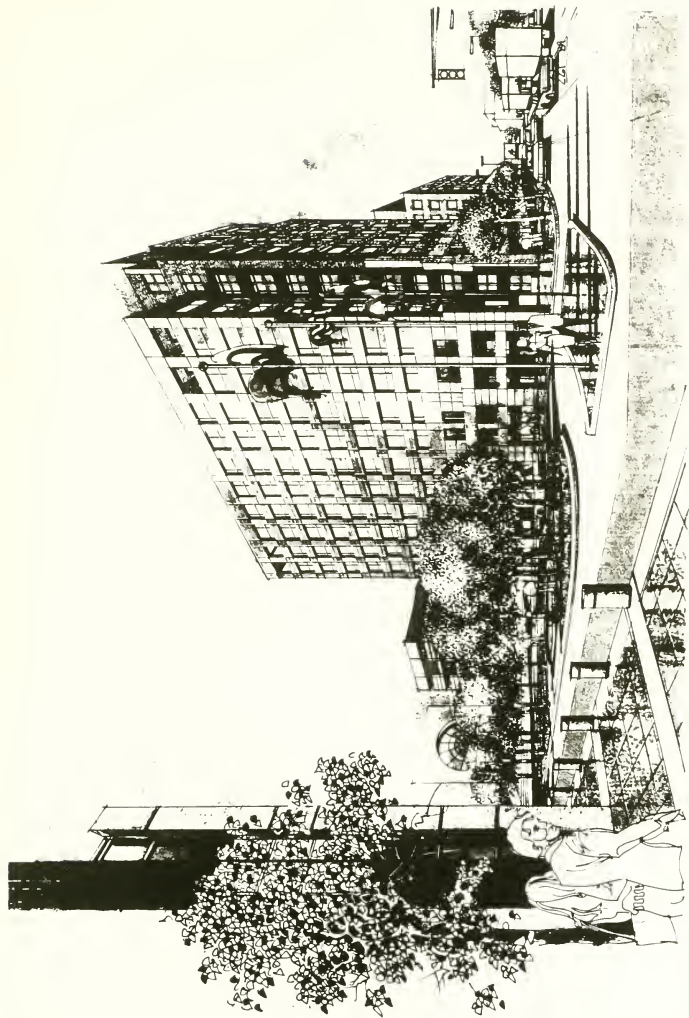
RUGGLES CENTER METROPOLITAN/COLUMBIA PLAZA VENTURE STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1988



APPENDIX 16

PHASE 1 EYE-LEVEL PERSPECTIVE



PERSPECTIVE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC ARCHITECTS AND PLANNERS

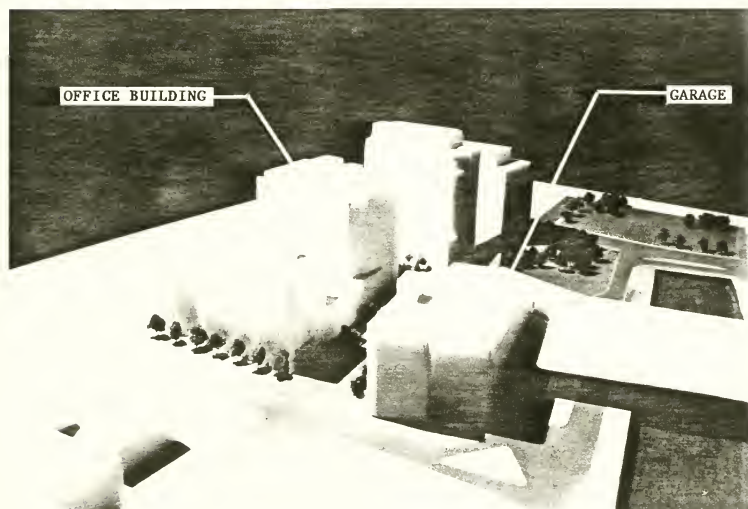
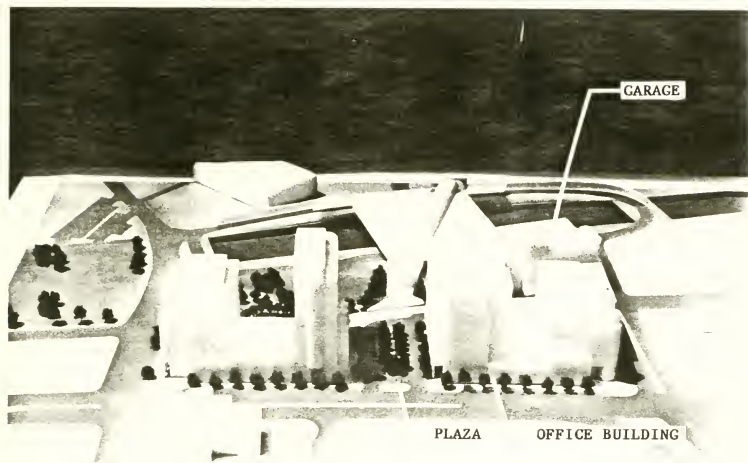
JUNE 1, 1989

APPENDIX 17

SITE SECTIONS FOR PHASE 1 OFFICE BUILDING

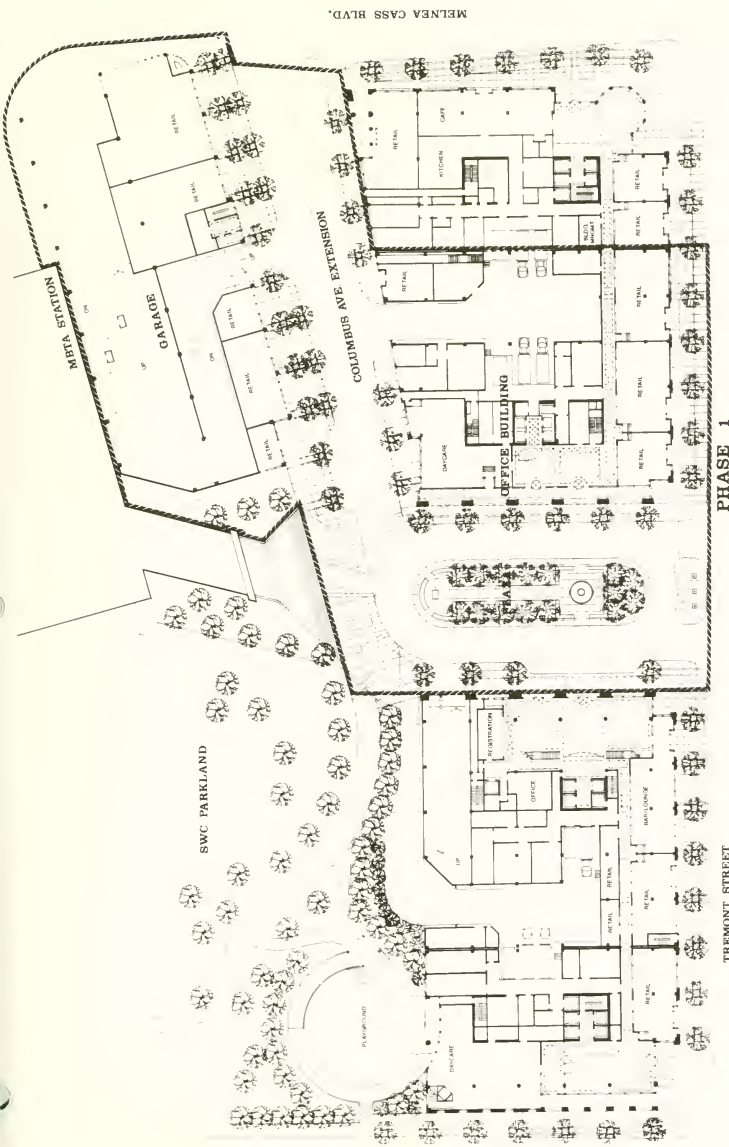
APPENDIX 18

PHOTOGRAPHS OF PHASE 1 MODEL



APPENDIX 19

SITE PLAN FOR PHASE 1



**PHASE I:
SITE PLAN**

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC ARCHITECTS AND PLANNERS

JUNE 1, 1989

OFFICE BUILDING

HOTEL

TREMONT STREET

PHASE 1

COLUMBUS AVE EXTENSION

GARAGE

OFFICE BUILDING

OFFICE BUILDING

OFFICE BUILDING

HOTEL

OFFICE BUILDING

JUNE 1, 1989

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC ARCHITECTS AND PLANNERS

**PHASE I:
SITE PLAN**

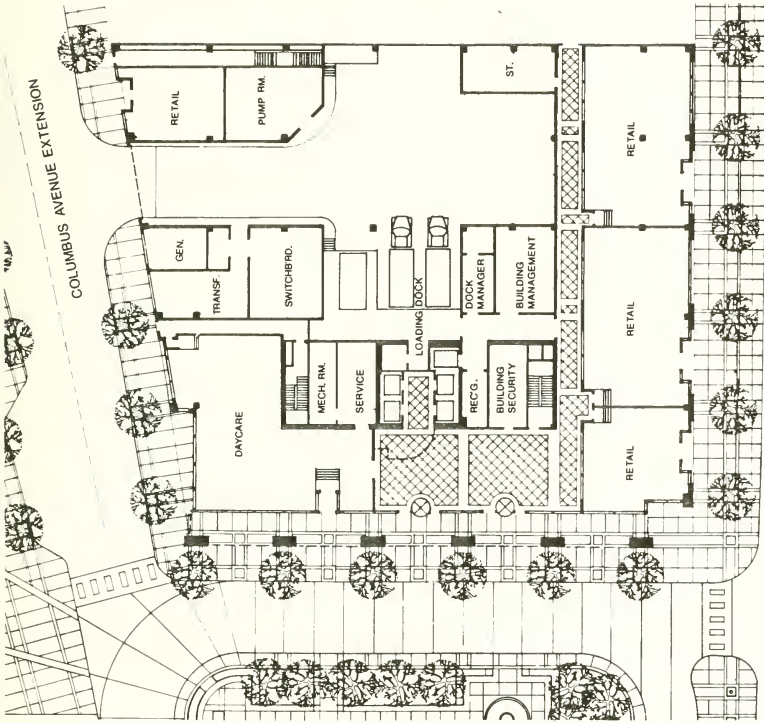
APPENDIX 20

PHASE 1 PRELIMINARY PLAZA PLAN

APPENDIX 21

PHASE 1 PRELIMINARY OFFICE BUILDING PLAN

- A. GROUND FLOOR PLAN
- B. SECOND FLOOR PLAN
- C. TYPICAL FLOOR PLAN
- D. BUILDING SECTION
- E. TREMONT STREET ELEVATION
- F. PLAZA ELEVATION
- G. COLUMBUS AVENUE ELEVATION
- H. NORTH ELEVATION



COLUMBUS AVENUE EXTENSION

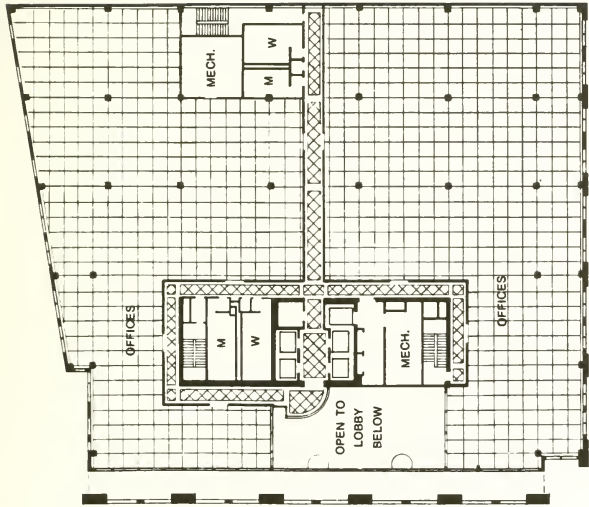
PHASE I: OFFICE BLDG. GROUND FLOOR PLAN

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989







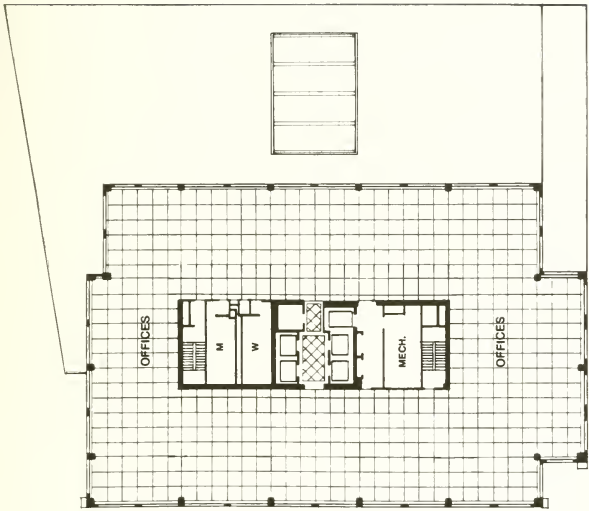
**PHASE I: OFFICE BLDG.
SECOND FLOOR PLAN**

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS







**PHASE I: OFFICE BLDG.
TYPICAL FLOOR PLAN**

JUNE 1, 1989

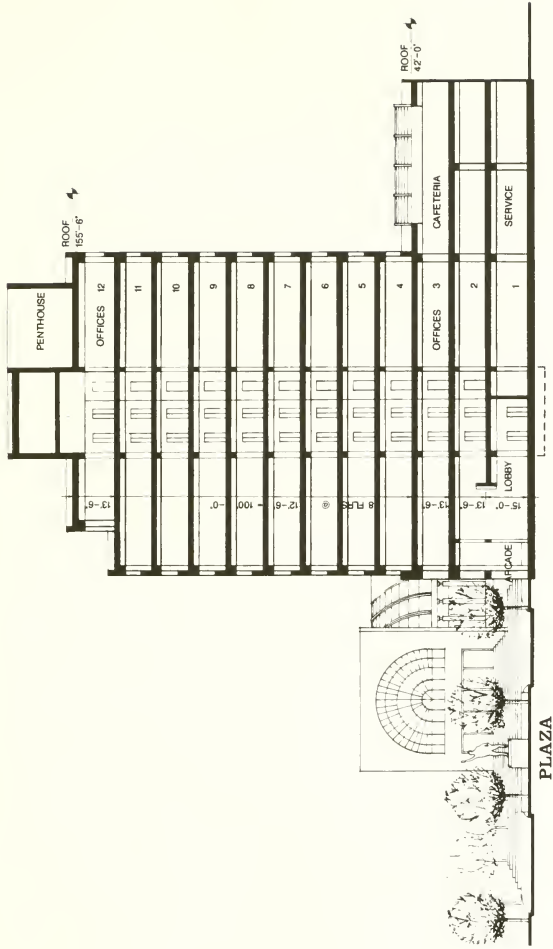
RUGGLES CENTER

METROPOLITAN/COLUMBIA PLAZA VENTURE

STULL & LEE INC. ARCHITECTS AND PLANNERS







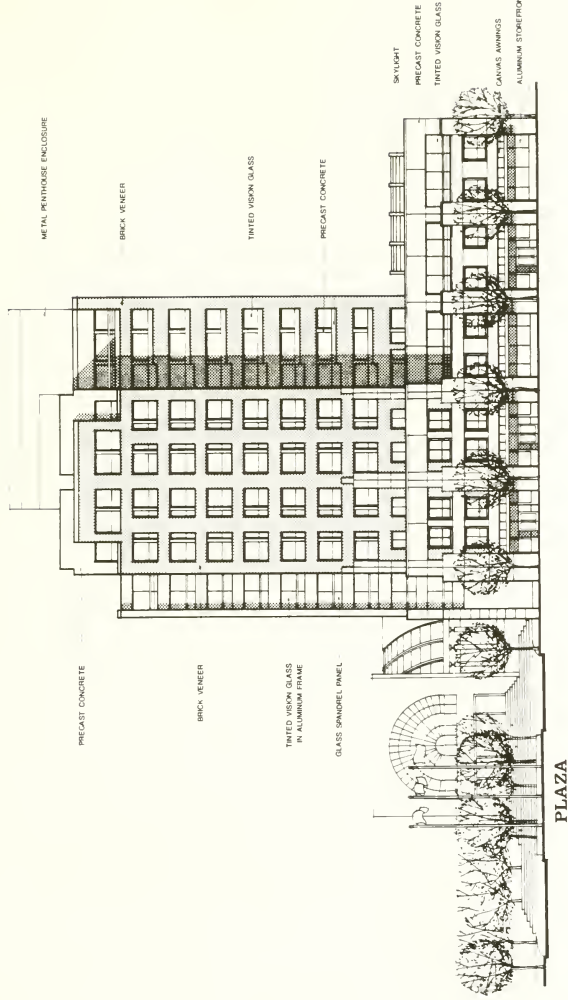
PHASE I: OFFICE BLDG. SECTION

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

1 2 3 4 5





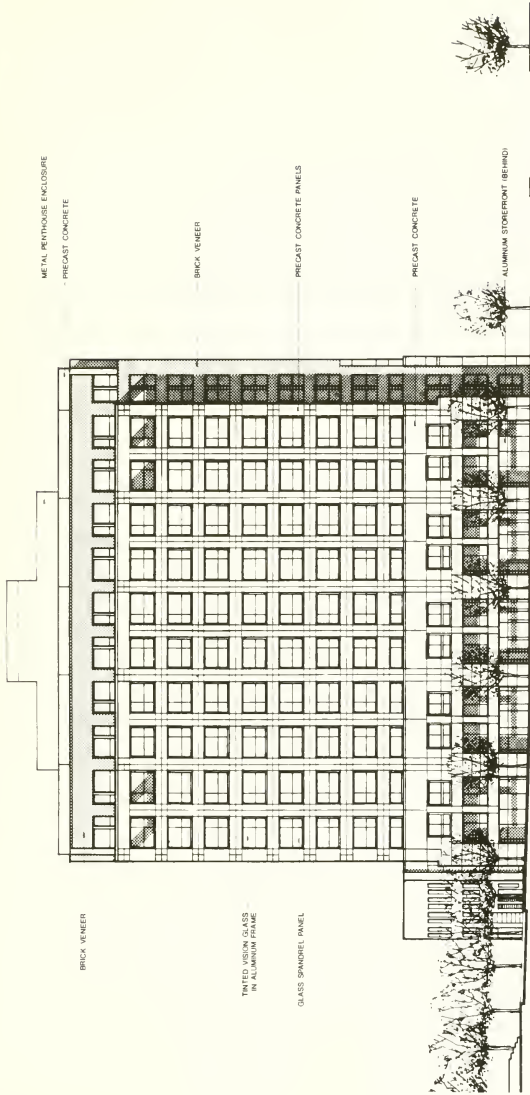
JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

PHASE I: OFFICE BLDG.
TREMONT ST. ELEVATION







COLUMBUS
AVENUE
EXTENSION

TREMONT STREET

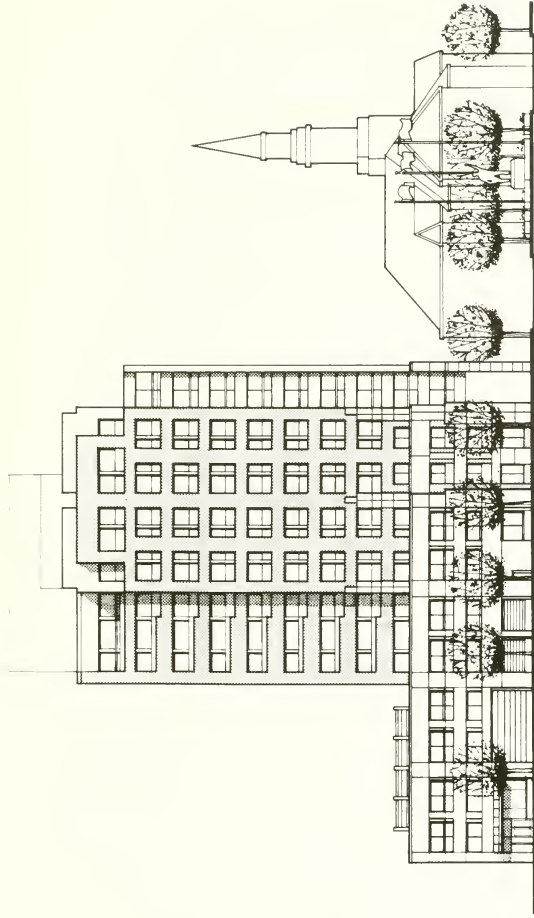
PHASE I: OFFICE BLDG. PLAZA ELEVATION

JUNE 1, 1989

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
STULL & LEE INC. ARCHITECTS AND PLANNERS







(CHURCH IN BACKGROUND)

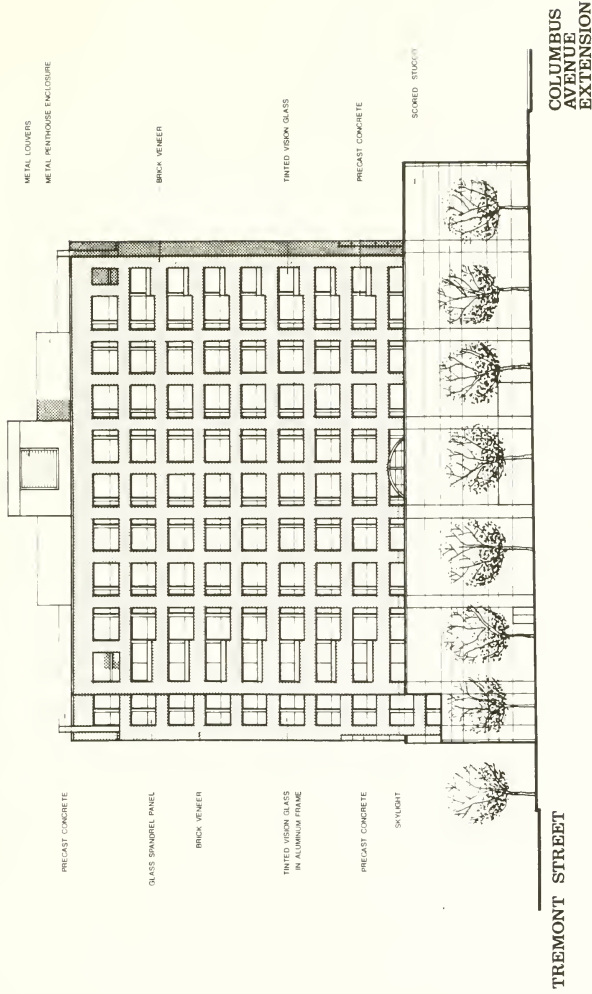
**PHASE I: OFFICE BLDG.
COLUMBUS AVE. ELEVATION**

JUNE 1, 1989

**RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE**
STULL & LEE INC. ARCHITECTS AND PLANNERS





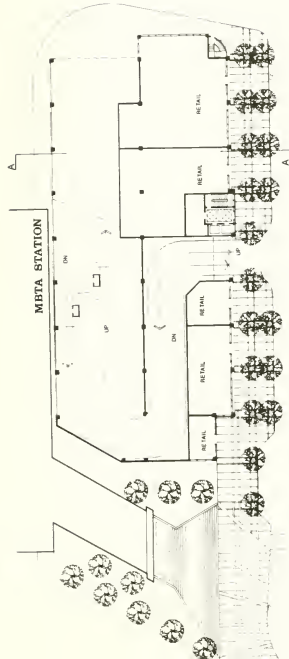






APPENDIX 22

PHASE 1 PRELIMINARY GARAGE PLAN
(INCLUDING SITE SECTION FOR GARAGE)



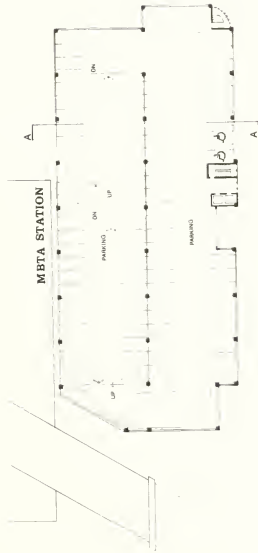
GROUND FLOOR PLAN



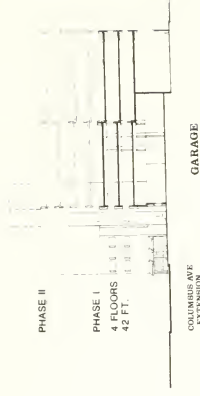
FOURTH FLOOR PLAN

ABOVE GRADE GARAGE PARKING COUNT

PHASE I	550 CARS
PHASE II	330 CARS
TOTAL	640 CARS



SECOND & THIRD FLOOR PLAN



CROSS SECTION A-A

PHASE I: PARKING GARAGE

RUGGLES CENTER
METROPOLITAN/COLUMBIA PLAZA VENTURE
 STULL & LEE INC. ARCHITECTS AND PLANNERS

JUNE 1, 1989

APPENDIX 23

DIMENSIONAL REQUIREMENTS FOR PHASE 1

DIMENSIONAL REQUIREMENTS
FOR PHASE 1

1. Office Building

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^A	1.0	7.2	Yes
27E-22 Maximum Height	35' ^B	178' ^C	Yes
18-1 Minimum Front Yard ^D	20'	10'	Yes
19-1 Minimum Side Yard Tremont Street Columbus Ave. Ext.	20'	23'	No
	20'	12'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes

^A See Note 1 below.

^B The Office Building is located in the Parcel 18 Study Area created by the Roxbury IPOD. The height standard in the Parcel 18 Study Area is 35 feet. The Office Building is also located in the Tremont Street Boulevard Planning District created by the Roxbury IPOD. The height standard in a Boulevard Planning District is 45 feet. The Code does not specify which height standard governs when a project is located both in a study area and in a boulevard planning district.

^C The definition of "height" as defined in the Code provides that mechanical penthouses may be excluded when calculating height if the area of the penthouse does not exceed 33 1/3% of the roof area. Because the mechanical penthouse of the Office Building occupies approximately 33 1/3% of the roof area of the tower of the Office Building, the height of the Office Building has been calculated including the mechanical penthouse, pending approval of final plans and specification at which time accurate calculations can be made.

^D The front yard of the Office Building faces the Plaza.

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
21-1, Setback of Parapet ^E 21-2(a) and 21-2(b)			
Front ^F			
Lowrise	36'	45'	No
Tower	54'	0'	Yes
<u>Tremont Street Side</u>			
Lowrise	0'	4'	No
Tower	6'	4'	Yes
Columbus Avenue Extension Side ^F			
Lowrise	30'	4'	Yes
Tower	42'	0'	Yes
Rear			
Lowrise	36'	0'	Yes
Tower	54'	61'	No
23-6 Off-Street Parking (a) Required	None	---	No
24-1 Off-Street Loading	3 Bays	3 Bays	No

^E See Note 2 below.

^F It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).

Note 1

Proposed FAR: The gross floor area of the proposed Office Building for FAR purposes is approximately 242,000 square feet.

- (a) The FAR for the Office Building is computed with respect to the lot for the Office Building as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Office Building Lot}} = \frac{242,000}{33,444} = 7.2$$

- (b) The FAR for the Office Building is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{242,000}{128,902} = 1.9$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 2

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.
- (i) Above 25 feet in height, the front parapet setback required along the Plaza for the Lowrise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

A front parapet setback of approximately 45' is provided for the Lowrise.

- (ii) Above 25 feet in height, the front parapet setback required along the Plaza for the Tower of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

No front parapet setback is provided for the Tower.

- (b) No side parapet setbacks are required below 40 feet in height.

- (i) Above 40 feet in height, the side parapet setback required along Tremont Street for the Lowrise of the Office Building is approximately:

$$\frac{42 - 40 + 169}{6} - 35.5 = -7 \text{ feet} \\ (0 \text{ required})$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Lowrise.

- (ii) Above 40 feet in height, the side parapet setback required along Tremont Street for the Tower is approximately:

$$\frac{178 - 40 + 108}{6} - 35.5 = 6 \text{ feet}$$

A side parapet setback of approximately 4' is provided along Tremont Street for the Tower.

- (iii) Above 40 feet in height, the side parapet setback required from the Columbus Avenue Extension for the Lowrise of the Office Building is approximately:

$$\frac{42 - 40 + 174}{6} = 30 \text{ feet}$$

A side parapet setback of approximately 4' is provided along the Columbus Avenue Extension for the Lowrise.

- (iv) Above 40 feet in height, the side parapet setback required along the Columbus Avenue Extension for the Tower of the Office Building is approximately:

$$\frac{178 - 40 + 112}{6} = 42 \text{ feet}$$

No side parapet setback is provided along the Columbus Avenue Extension for the Tower.

- (c) No rear parapet setbacks are required below 25 feet in height.

- (i) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Lowrise of the Office Building is approximately:

$$\frac{42 - 25 + 197}{6} = 36 \text{ feet}$$

No side parapet setback is provided along Melnea Cass Boulevard for the Lowrise.

- (ii) Above 25 feet in height, the rear parapet setback required along Melnea Cass Boulevard for the Tower of the Office Building is approximately:

$$\frac{178 - 25 + 169}{6} = 54 \text{ feet}$$

A rear parapet setback of approximately 61' is provided for the Tower.

Note 3

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 4

All the figures set forth herein are approximate and are subject to change as a result of changes in the Office Building and the Garage made in accordance with final design, environmental, and other development review.

THE HISTORY OF THE

REIGN OF

CHARLES THE FIRST

BY

JOHN BURNET

OF

SCOTLAND

IN TWO VOLUMES

LONDON

1704

Printed by

JOHN BURNET

AT THE SIGN OF THE

ROSE

IN ST. MARTIN'S LANE

NEAR ST. JAMES'S DOOR

IN LONDON

2. Garage

<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
14-1 Minimum Lot Size	None	---	No
14-3 Minimum Lot Width	None	---	No
15-1 Floor Area Ratio ^G	1.0	6.2	Yes
27E-22 Maximum Height	35'	86'	Yes
18-1 Minimum Front Yard ^H	20'	27'	No
19-1 Minimum Side Yard Ruggles Station Access	20'	10'	Yes
Melnea Cass Boulevard	20'	5'	Yes
20-7 Minimum Rear Yard	20'	0'	Yes
21-1 Setback of Parapet ^I 21-2(a) and 21-2(b)			
Front ^J	58'	0'	Yes
Melnea Cass Boulevard Side	15'	0'	Yes
Ruggles Station Access Side	31'	0'	Yes
Rear	58'	0'	Yes

^G See Note 5 below.

^H The front yard of the Garage faces the Columbus Avenue Extension.

^I See Note 6 below.

^J It is currently contemplated that the Plaza and Columbus Avenue Extension will be in public ownership or control. However, since a final determination has not been made, these calculations have been made on the assumption that the Plaza and Columbus Avenue Extension will be in private ownership, an assumption which results in the largest dimensional requirements (i.e., the worst case scenario).



<u>Section</u>	<u>Required in M-1 Zone</u>	<u>Provided for Office Building (Approximate)</u>	<u>Exception Required</u>
23-6 Off-Street Parking (a) Required	None	---	No
24-1 Off-Street Loading	0 Bays	0 Bays	No

Note 5

Proposed FAR: The gross floor area of the proposed Garage for FAR purposes is approximately 230,000 square feet.

- (a) The FAR for the Garage is computed with respect to the lot for the Garage as follows;

$$\frac{\text{Gross Floor Area}}{\text{Area of Garage Lot}} = \frac{230,000}{37,155} = 6.2$$

- (b) The FAR for the Parking Garage is computed with respect to the entire Phase 1 Site as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{230,000}{128,902} = 1.8$$

- (c) The FAR for all proposed structures (that is, the Office Building and the Garage) computed with respect to the entire Phase 1 Site is as follows:

$$\frac{\text{Gross Floor Area}}{\text{Area of Lot}} = \frac{472,000}{128,902} = 3.7$$

Note 6

The parapet setback requirements are computed by using the formula:

$$\frac{H + L'}{6}$$

with the proviso, added by Section 21-1 of the Code that one half of the width of the abutting street may be subtracted to determine the parapet setbacks required.

- (a) No front parapet setbacks are required below 25 feet in height.

Above 25 feet in height, the front parapet setback required along the Columbus Avenue Extension for the Parking Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No front parapet setback is provided.



- (b) No side parapet setbacks are required below 40 feet in height.

Above 40 feet in height, the side parapet setback required along Melnea Cass Boulevard for the Parking Garage is approximately:

$$\frac{86 - 40 + 137}{6} - 16 = 15$$

No side parapet setback is provided along Melnea Cass Boulevard.

Above 40 feet in height, the side parapet setback required from the Ruggles Station Access for the Parking Garage is approximately:

$$\frac{86 - 40 + 140}{6} = 31$$

No side parapet setback is provided along the Ruggles Station Access.

- (c) No rear parapet setbacks are required below a height of 25 feet.

Above 25 feet in height, the rear parapet setback required along the MBTA for the Parking Garage is approximately:

$$\frac{86 - 25 + 285}{6} = 58$$

No rear parapet setback is provided.

Note 7

The lots included in Phase 1 are located approximately as shown on the site plan attached to the Development Plan as Exhibit B. Certain lots set forth on Exhibit B may be reconfigured prior to the approval by the Authority of the Phase I Final Plans and Specifications which may affect the calculations set forth herein.

Note 8

All the figures set forth herein are approximate and are subject to change as a result of changes to the Office Building and the Garage made in accordance with final design, environmental, and other development review.





APPENDIX 24

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made as of this _____ day of _____, 1989 by and among the BOSTON REDEVELOPMENT AUTHORITY (the "Authority"), the CHINATOWN/SOUTH COVE NEIGHBORHOOD COUNCIL (the "Neighborhood Council"), the PARCEL 18+ DEVELOPMENT TASK FORCE (the "Task Force"), KINGSTON BEDFORD JOINT VENTURE, a Massachusetts general partnership ("KBJV") and RUGGLES CENTER JOINT VENTURE, a Massachusetts general partnership ("RCJV").

W I T N E S S E T H:

WHEREAS, Metropolitan/Columbia Plaza Venture, a Massachusetts general partnership ("MCPV"), has been tentatively designated by the Authority to undertake the development of a certain parcel of land designated as Parcel 18 in Roxbury ("Parcel 18") and a certain parcel of land designated as Kingston/Bedford/Essex in downtown Boston (the "KBE Parcel") under the Parcel-to-Parcel Linkage Project 1 (the "Parcel-to-Parcel Linkage Project 1"), a program being pursued by the City and the State;

WHEREAS, MCPV has formed RCJV and KBJV for the purposes of developing Parcel 18 and the KBE Parcel, respectively, in the Parcel-to-Parcel Linkage Project 1;

WHEREAS, RCJV proposes to construct a mixed-use development on Parcel 18 ("Ruggles Center") and KBJV proposes to construct a mixed-use development on the KBE Parcel ("One Lincoln Street") (collectively, the "Projects");

WHEREAS, the Authority, the Neighborhood Council and the Task Force have a mutual and continuing interest in the orderly development of Parcel 18 and the KBE Parcel; and

WHEREAS, the Parcel-to-Parcel Linkage Project 1 is designed to produce community benefits to the Roxbury community adjoining Parcel 18 and the Chinatown community adjoining the KBE Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

A. Community Benefits. RCJV and KBJV in keeping with the objectives of the Parcel-to-Parcel Linkage Project 1 and in connection with the development of the Projects shall contribute the following community benefits:

1. Community Development Fund.

KBJV and RCJV will contribute the amounts described in subparagraphs (a) and (b) below (the "Funds") (1) to the Community Development Trust (the "Trust"), a Massachusetts charitable trust to be established by the Authority for the purpose of administering a Community Development Fund consisting of the Funds (the "Community Development Fund"), or (2) to the Authority as escrow agent pending formation of the Trust, if the Trust has not been established when any of the Funds become payable. In the event any of the Funds are paid to the Authority in accordance with the foregoing, the Authority shall (x) hold the Funds in escrow in a money-market interest-bearing account for the benefit of the Trust and (y) pay the Funds, together with all interest thereon, to the Trust promptly after formation of the Trust.

(a) With respect to One Lincoln Street, KBJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of One Lincoln Street (the "KBE Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of One Lincoln Street; (y) the date of closing on the Permanent Refinancing (as defined in subparagraph (c) below) of the original loan or loans for acquisition and development of One Lincoln Street; or (z) the date of closing on the sale of One Lincoln Street by KBJV ("KBE Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority, the City of Boston and KBJV (and other appropriate parties, if any) for the acquisition of the public portion of the KBE Site (the "KBE Sale and Construction Agreement").
- (ii) \$2,000,000 to be paid no later than the date on which a building permit for the substantial construction of One Lincoln Street is obtained; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of the underground garage shall constitute a permit for substantial construction (the "KBE Building Permit Date");
- (iii) \$8,000,000 to be paid in ten (10) equal annual installments of \$800,000 on each of the first ten (10) anniversaries of the KBE Building Permit Date; provided, however, that in the event of a KBE Sale



prior to the tenth (10th) anniversary date of the KBE Building Permit Date, KBJV shall pay, in lieu of all remaining payments required under this subparagraph (ii), the then present value based upon a discount rate of eight and one half percent (8½%) (the "Present Value") of all payments remaining to be made in accordance with the foregoing, such payment to be made on the date of closing on such sale.

- (b) With respect to each phase of Ruggles Center (each such phase being referred to herein as "Phase"), RCJV shall make the following payments:

- (i) Ten percent (10%) of the developer's fee to be paid on the earlier of (w) twenty-four (24) months after the issuance of a Certificate of Occupancy for the entire shell of the Phase (the "Phase Certificate of Occupancy"); (x) the achievement of ninety percent (90%) occupancy of the Phase; (y) the date of closing on the Permanent Refinancing of the original loan or loans for acquisition and development of the Phase; or (z) the date of closing on the sale of the Phase ("Phase Sale"), as such sale is defined in the sale and construction agreement or other agreement by the Authority and RCJV (and other appropriate parties, if any) for the acquisition of Parcel 18 (the "Parcel 18 Sale and Construction Agreement").
- (ii) Five percent (5%) of the Net Operating Income of the Phase received by RCJV to be paid no later than June 1 of each year with respect to the previous calendar year, where Net Operating Income is equal to gross income from all sources for such year ("Gross Income") minus all operating expenses for such year including, but not limited to, costs, fees and expenses for real estate taxes, utilities, administrative and professional services, maintenance, operations, management, marketing, insurance and reserves ("Operating Expenses"); provided, however, that the amount payable shall never exceed Net Operating Income minus the sum of (x) debt service payable with respect to the Phase for such year ("Debt Service"), (y) a return on the equity invested in the Phase by RCJV, as such equity is reduced or augmented from time to time, at an interest rate of five percent (5%) per annum above the interest rate of RCJV's financing for the Phase ("Return"), and (z) the equity contributed directly or indirectly to the Phase by RCJV, as such equity is reduced or augmented from time to time ("Equity"). For all purposes under this Section A, Paragraph 1, to the extent that RCJV



does not realize its Return at any given time, such Return shall accrue and be added to Equity; RCJV shall also receive its Return prior to the reduction of Equity. The foregoing is illustrated by the following:

Net Operating Income = Gross Income - Operating Expenses

Amount to be Paid = 5% x Net Operating Income
but no more than

Net Operating Income - (Debt Service + Return + Equity)

- (iii) Ten percent (10%) of the Net Refinancing Proceeds from the Phase to be paid on the date of closing on any Permanent Refinancing of all outstanding debt borrowed in connection with acquisition and development of the Phase, where Net Refinancing Proceeds is equal to all cash proceeds received by RCJV from such refinancing ("Refinancing Proceeds") minus the sum of (w) all outstanding debt on the Phase ("Debt"), (x) all costs, fees and expenses of the refinancing transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services, prepayment penalties on existing debt, loan origination, recording and bank applications ("Refinancing Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following:

Net Refinancing Proceeds =

Refinancing Proceeds - (Debt + Refinancing Costs + Return + Equity)

Amount to be Paid = 10% x Net Refinancing Proceeds

- (iv) Ten percent (10%) of the Net Resale Proceeds from the Phase to be paid on the date of the applicable Phase Sale where Net Resale Proceeds is equal to all cash proceeds received by RCJV from such sale ("Resale Proceeds") minus the sum of (v) Debt, (w) debt service payable with respect to the Phase for the calendar year during which such sale occurs ("Current Debt Service"), (x) all costs, fees and expenses of the resale transaction including, but not limited to, costs, fees and expenses for brokerage, appraisal, legal, engineering, and professional services and deed stamps ("Resale Costs"), (y) Return and (z) Equity. The foregoing is illustrated by the following formula:



Net Resale Proceeds = Resale Proceeds -
(Debt + Current Debt Service + Resale Costs + Return + Equity)

Amount to be Paid = 10% x Net Resale Proceeds

- (v) All other sums payable under this subparagraph (b) shall be payable until the applicable Phase Sale and thereafter no further sums shall be due or payable hereunder as to such Phase.
- (vi) Notwithstanding the foregoing, if the office building (the "MWRA Building") included in Phase 1 of Ruggles Center ("Phase 1") is purchased by the Massachusetts Water Resources Authority (the "MWRA") in the first three (3) years of the term of the MWRA's lease of the MWRA Building, the lump sum of one million four hundred and twenty thousand dollars (\$1,420,000), minus all sums previously paid with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above, shall be paid by the Developer in lieu of any and all payments which would otherwise be owing thereafter with respect to the MWRA Building pursuant to subparagraph (b)(ii), (iii) and (iv) above (but not in lieu of the payment owing pursuant to subparagraph (b)(i) above).
- (c) For purposes of this Paragraph 1, "Permanent Refinancing" shall refer only to a permanent refinancing of the total debt required in connection with the acquisition and full development of One Lincoln Street or a Phase, as the case may be. In illustration of the foregoing, neither a refinancing of a land acquisition loan to raise construction financing, nor a refinancing of an acquisition/construction loan or construction loan to raise additional working capital required in connection with the development of the Project shall be considered a Permanent Refinancing.

RCJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 1 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

2. Housing Linkage Payment.

KBJV and RCJV shall each be responsible for a Development Impact Project Contribution ("Linkage Payment") as such term is defined in Section 26A-2(3) of the Boston Zoning Code and in



accordance therewith with respect to the development of One Lincoln Street and Ruggles Center, respectively. KBJV and RCJV shall each satisfy its obligations for the Linkage Payment through the election of the Housing Creation Option. It is currently anticipated that the total proceeds from both Projects will be distributed equally to benefit the development of (a) Parcel 22 in Roxbury and (b) Parcels R3 and R3A in the South Cove Urban Renewal Area in Chinatown.

With respect to One Lincoln Street, KBJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front no later than the KBE Building Permit Date and discounted to net present value, subject to the following: KBJV shall make an advance payment of its Linkage Payment in the amount of \$1,000,000 ("Advance Payment"), which Advance Payment shall be paid within thirty (30) days after the execution of the KBE Sale and Construction Agreement. The Advance Payment shall be delivered to the Neighborhood Housing Trust or, if directed by the Neighborhood Housing Trust, to the Authority, and shall be distributed as provided in the immediately preceding paragraph of this Paragraph 2. For purposes of determining the balance of the Linkage Payment due from KBJV on the KBE Building Permit Date, (1) the Advance Payment shall be deemed to earn interest from the date on which the Advance Payment is made to the Neighborhood Housing Trust (or such other appropriate party to whom Linkage Payments are to be made in accordance with applicable requirements) through the KBE Building Permit Date at an interest rate equal to the discount rate used in calculating the net present value of the Linkage Payment due from KBJV on the KBE Building Permit Date, and (2) the Advance Payment, together with all interest deemed to have been earned thereon, shall be credited towards the Linkage Payment due from KBJV.

With respect to each Phase of Ruggles Center, RCJV shall make its Linkage Payment as a lump sum payment, such payment to be paid up front at the time of issuance of a building permit for the substantial construction of the applicable Phase and discounted to net present value; provided, however, that the issuance of a demolition permit, excavation permit, foundation permit or building permit for demolition, excavation and subsurface or surface site work shall not be considered a permit for substantial construction, but a permit for the good faith commencement of the structure of any building or the underground garage, if any, included in the Phase shall constitute a permit for substantial construction (the "Phase Building Permit Date").

If the MWRA leases or purchases the MWRA Building, RCJV's Linkage Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table D of Article 26A of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26A, and RCJV's Linkage Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet.



If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26A.

For purposes of this Agreement, "net present value" shall be defined as the value of an amount of money equal to the sum of discounted payments which would have been made by KBJV and RCJV had they elected to satisfy their respective obligations under Article 26A of the Boston Zoning Code through the Housing Payment Option, such discounting to be measured from (x) in the case of One Lincoln Street, the date on which KBJV enters into its Housing Creation Agreement with the Authority and in the case of each Phase of Ruggles Center, the date on which RCJV enters into its Housing Creation Agreement with the Authority through (y) the date on which the final installment of the Housing Payment would have been due had such Payment been made in installments in accordance with Article 26A. Net Present Value shall be determined by applying a composite discount rate to the payments that the Developer would have made under the Housing Payment Option. The discount rate shall be calculated by adding fifty percent of the Developer's verified cost of funds for the construction of its Development Impact Project to fifty percent of the current most recent City of Boston long-term (ten year) municipal bond yield.

RCJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

3. Jobs Linkage Payment.

KBJV and RCJV shall each be responsible for a Jobs Contribution Grant (hereinafter "Jobs Payment") as such term is defined in Section 26B-2(3) of Article 26B of the Boston Zoning Code and in accordance therewith with respect to the development of One Lincoln Street and each Phase of Ruggles Center, respectively. The Jobs Payment shall be designated in a manner to ensure that the contributions benefit the Chinatown and Roxbury communities equally. In accordance with Article 26B, the Jobs Payment shall be made in two installments of equal amounts.

With respect to One Lincoln Street, the first installment of the Jobs Payment shall occur no later than the KBE Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment. With respect to each Phase of Ruggles Center, the first installment of the Jobs Payment shall occur at the applicable Phase Building Permit Date and the remaining portion shall be due and payable without interest on the anniversary of the first payment.



If the MWRA leases or purchases the MWRA Building, RCJV's Jobs Payment with respect to the MWRA Building shall be based upon each square foot of gross floor area for the uses listed in Table E of Article 26B of the Boston Zoning Code in excess of 25,000 square feet, rather than 100,000 square feet as provided in Article 26B, and RCJV's Jobs Payment with respect to the second phase of Ruggles Center shall be based upon each square foot of gross floor area for such uses in excess of 75,000 square feet. If the MWRA does not lease or purchase the MWRA Building, the full 100,000 square foot exemption shall be taken in connection with Phase 1 as provided in Article 26B.

RCJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 3 shall terminate upon the execution of, and be superseded by, a Development Impact Project Agreement by KBJV and the Authority.

4. Employment Opportunities.

(a) Construction Jobs.

KBJV and RCJV shall each cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to grant preference in hiring to Boston residents during the construction period. KBJV and RCJV have each agreed to seek to achieve a standard of fifty (50%) percent residents, thirty (30%) percent minorities and ten (10%) percent women on the workforce for both One Lincoln Street and Ruggles Center. In addition, KBJV and RCJV will each work with the Liaison Committee to seek to achieve such hiring standard.

KBJV and RCJV shall each execute and deliver to the Mayor's Office of Jobs and Community Services (the "MOJCS"), no later than the KBE Building Permit Date in the case of KBJV and no later than the Phase Building Permit Date for the first Phase of Ruggles Center in the case of RCJV, a plan, to be known as the Boston Residents Construction Employment Plan, which plan shall set forth in detail plans to ensure that its contractors for One Lincoln Street or all Phases of Ruggles Center, as the case may be, and those engaged by said contractors for construction of the applicable Project or Phase thereof on a craft-by-craft basis meet the following Boston Residents Construction Employment Standards:

1. At least fifty (50%) percent of the total employee workerhours in each trade shall be by bona fide Boston residents;
2. At least thirty (30%) of the total employee workerhours in each trade shall be by minorities;



3. At least ten (10%) of the total employee workerhours in each trade shall be by women.

Workerhours shall include on-the-job training and apprenticeship positions.

RCJV's obligations under this Paragraph 4(a) shall terminate upon RCJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan. KBJV's obligations under this Paragraph 4(a) shall terminate upon KBJV's execution and delivery to the Authority of, and be superseded by, the Boston Residents Construction Employment Plan.

(b) Permanent Jobs

KBJV and RCJV will each undertake the following with respect to One Lincoln Street and Ruggles Center, respectively:

- (i) pursue as a goal the employment in the workforce at their respective Projects, fifty (50%) percent Boston residents, thirty (30%) percent minorities and fifty (50%) percent women;
- (ii) assign responsibility to a member of the management staff to serve on a liaison committee to consist of representatives of unions, contractors, minority business interest groups, appropriate city and state agencies and the Advisory Panel (as defined in Paragraph 13 hereof), which liaison committee will monitor compliance with the provisions of paragraph 4 of this Memorandum of Understanding;
- (iii) notify the appropriate City agency of employment opportunities at their respective Projects seven (7) business days prior to announcing or advertising the availability of such positions in any communications medium or with any employment or referral agencies;
- (iv) notify tenants of their respective Projects, in writing, of the goals of item (i) above and forward to them a copy of the Boston for Boston Employment Services Guide;
- (v) make good faith efforts to encourage tenants of the Projects to hire Boston residents for new job openings;
- (vi) become a signatory to the Boston Compact;
- (vii) participate in the Private Industry Council's Summer Jobs Program; and



- (viii) solicit statistical information from each tenant of their respective Projects concerning the number of new employees and the percentage of Boston residents hired during the previous year.

KBJV and RCJV shall each also execute and deliver to the MOJCS a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. Such Memorandum of Understanding shall set forth an Employment Opportunity Plan which presents a good faith effort to ensure that certain employment opportunities created by the applicable Project will be made available to fifty (50%) percent Boston Residents, thirty (30%) percent minorities and fifty (50%) percent women. KBJV and RCJV shall each use the services of the Boston Job Exchange Employment Referral before embarking on a general recruitment effort to fill entry-level positions within their respective Projects.

RCJV's obligations under this Paragraph 4(b) shall terminate upon RCJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities. KBJV's obligations under this Paragraph 4(b) shall terminate upon KBJV's execution and delivery to the MOJCS of, and be superseded by, a First Source Agreement and a Memorandum of Understanding regarding permanent job opportunities.

5. Child Care Facilities.

KBJV will provide, on-site or off-site, child care facilities in Chinatown for a total of 100 children. RCJV will provide, on-site or off-site, child care facilities in Roxbury for a total of 100 children. KBJV and RCJV will each work with the City and local communities to design appropriate child care programs. If the MWRA Building is leased or purchased by the MWRA, the 100 child care slots to be provided by RCJV will be in addition to child care services, if any, provided to the MWRA. In addition, if any tenant at One Lincoln Street or Ruggles Center provides its own child care services on-site, such child care services shall not be included in the 100 child care slots to be provided by KBJV and RCJV. KBJV and RCJV will each work with the Authority and the respective communities on a child care plan to be agreed upon and executed by KBJV, RCJV and the Authority, which plan shall set forth in more detail the location of the proposed child care facilities, the proposed child care program and program design, the proposed child care population to be served by the child care facilities and the proposed delivery date of such child care facilities (the "Child Care Plan"). The obligations of KBJV and RCJV hereunder shall be satisfied so long as KBJV or RCJV, as the case may be, makes available, or causes to be made available, the facilities for which it is responsible hereunder, such facilities



to include the finish, furnishings and equipment required for the operation of such child care facilities. Neither RCJV nor KBJV shall be responsible for the operation or staffing of such child care facilities.

Notwithstanding the foregoing, if KBJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, KBJV shall place \$1,250,000 in escrow with the Authority. Notwithstanding the foregoing, if RCJV has not made provisions for the child care facilities for which it is responsible hereunder prior to the issuance of the KBE Certificate of Occupancy, RCJV shall place \$1,250,000 in escrow with the Authority. For purposes hereof, KBJV or RCJV, as the case may be, shall be deemed to have made provisions for the child care facilities for which it is responsible hereunder, if it has (i) commenced construction of such facilities, (ii) entered into an agreement for the purchase, lease or development of such facilities, or (iii) entered into an agreement for the operation of such facilities at an identified location. In the event any funds are paid to the Authority in accordance with the foregoing, the Authority will (x) hold the funds in escrow in a money-market interest-bearing account for the benefit of KBJV or RCJV, as the case may be, and (y) pay the funds, together with all interest thereon, to KBJV or RCJV, as the case may be, promptly upon KBJV or RCJV, as applicable, making provisions for such child care facilities in accordance with the foregoing.

It is intended that the fulfillment of the obligations of KBJV or RCJV under this Paragraph shall fully satisfy all obligations relating to child care or day care facilities imposed by the applicable provisions of the Boston Zoning Code with respect to One Lincoln Street or Ruggles Center, as the case may be.

RCJV's obligations under this Paragraph 5 shall terminate upon execution by RCJV and the Authority of the Child Care Plan. KBJV's obligations under this Paragraph 5 shall terminate upon execution by KBJV and the Authority of the Child Care Plan.

6. Thirty Percent MBE/WBE Utilization Goal.

KBJV and RCJV will each use good faith efforts to utilize a combined total of thirty (30%) percent minority business enterprises ("MBE") and women business enterprises ("WBE") for all contracts related to the development of One Lincoln Street and Ruggles Center. Such contracts shall relate to the provision of services in connection with the development of Parcel 18 and the KBE Parcel, such as architectural, engineering, legal and public relations services.

RCJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 6 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

7. Technical Assistance and Outreach to MBE/WBE.

KBJV and RCJV will jointly hire a staff person who will coordinate community benefits and will have as one of his or her major responsibilities, the outreach and liaison work required to attract MBEs and WBEs during the preconstruction phase and all other development phases of each Project. In addition, when the Community Development Fund is established (as described in Part A, Section 1 above), should a business facilitator, if any, be hired from the proceeds thereof, KBJV and RCJV will work with such business facilitator. KBJV and RCJV will each spend time within the Roxbury and Chinatown communities encouraging and recruiting MBEs and WBEs to participate in the Projects. In addition, KBJV and RCJV will each provide appropriate assistance to MBEs and WBEs, such as the provision of information and referrals requested by MBEs and WBEs.

KBJV and RCJV will each make good faith efforts to encourage participation of MBEs and WBEs during the preconstruction phase and all other development phases of each Project and will each use good faith efforts to cause the general contractor for their respective Projects or Phase thereof, to the best of the respective contractor's ability, to provide maximum opportunity to minority and women subcontractors by employing a diversity of strategies and initiatives such as:

(a) providing written notice to a reasonable number of MBE and WBE subcontractors of all major areas of work on each Project or Phase thereof to be subcontracted;

(b) advertising in minority targeted media, such as newspapers and publications, the availability of subcontracting opportunities;

(c) holding pre-bid meetings to apprise minority and women subcontractors of available work opportunities with respect to each Project or Phase thereof.

RCJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 7 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.



8. One Hundred Thousand (\$100,000) Dollar Challenge Grant.

MCPV has contributed Twenty-Four Thousand (\$24,000) Dollars to the Neighborhood Council and the Task Force as a planning grant, matching a similar contribution made by the Authority. The matching grant, the remainder of which will be made by KBJV, will total One Hundred Thousand (\$100,000) Dollars over the next two years, such grant to be made as set forth in a letter agreement between MCPV and the Neighborhood Council dated November 9, 1988 and a letter agreement between MCPV and the Task Force dated November 7, 1988. Pursuant to such letter agreements, such grant will be consistent with the terms of the agreement dated December 19, 1988 by and between the Authority and the Task Force and the agreement dated April 3, 1989 by and between the Authority and the Neighborhood Council.

KBJV's obligation under this Paragraph 8 shall terminate upon full payment to the Neighborhood Council and the Task Force of the \$76,000 remaining to be paid hereunder.

9. Four Hundred Thousand (\$400,000) Dollar Challenge Grant.

KBJV will make available a Four Hundred Thousand (\$400,000) Dollar challenge grant ("400,000 challenge grant"), subject to being matched on a two-for-one basis by public or private sources, for developing minority capacity to obtain management level positions in the real estate industry. A portion of such funds shall be used to expand existing programs which provide practical education, training and certificates in a variety of real estate professions, such as property management, appraisal, brokerage and development. KBJV will provide assistance to the Task Force and the Neighborhood Council in the seeking and raising of the matching portion of the funds. No later than the KBE Building Permit Date, KBJV shall deliver Four Hundred Thousand (\$400,000) Dollars (a) to the Authority as escrow agent pending both (i) joint designation by the Task Force, the Neighborhood Council and KBJV (the "Designation") of the recipient or recipients of the \$400,000 challenge grant (the "Grant Recipients") and (ii) receipt by the Authority or the Grant Recipients in accordance with the Designation of matching funds on a two-for-one basis, which receipt has been verified in writing jointly by the Task Force, the Neighborhood Council and KBJV (collectively, (i) and (ii) are referred to as the "Release Conditions"), or (b) to the Grant Recipients in accordance with the Designation if the Release Conditions have been satisfied. In the event any of the \$400,000 challenge grant is paid to the Authority in accordance with the foregoing, the Authority shall (x) hold such money in escrow in a money-market interest-bearing account for the benefit of the Grant Recipients and (y) pay such money to the Grant Recipients in accordance with the Designation promptly after satisfaction of the Release Conditions, such payments to be made from time to time as matching funds are received and verified in accordance with the Release Conditions. Upon receipt by the Authority or the Grant Recipients in accordance with the Designation of \$800,000 in

matching funds and verification thereof in accordance with the Release Conditions, interest earned on payments held in escrow by the Authority, if any, shall also be paid by the Authority to the Grant Recipients in accordance with the Designation. Any sums still being held in escrow by the Authority, including all interest earned on sums held in escrow by the Authority at any time pursuant to this Paragraph, shall be paid to the Grant Recipients two (2) years after the issuance of the KBE Certificate of Occupancy if the Designation has already occurred, or on the date of Designation if the Designation has not yet occurred.

KBJV's obligation hereunder shall terminate upon full payment of the \$400,000 challenge grant to the Authority or the Grant Recipients.

10. Thirty Percent MBE Retail.

RCJV and KBJV have each set as a minimum goal the leasing of at least thirty (30%) percent of the total leasable square footage of all retail space in Ruggles Center and One Lincoln Street, respectively, to MBEs and will use best efforts to market such retail space to MBEs. In order to reach this goal, RCJV and KBJV each intend to work with local retail merchants and established merchant associations within geographic proximity to their respective Projects to ensure that the local merchants are aware of retail space opportunities in, and have the first opportunity to locate to, Ruggles Center and One Lincoln Street, respectively. RCJV and KBJV will each attempt through advertising and community meetings to encourage many existing and/or developing retail businesses to apply for occupancy at Ruggles Center and One Lincoln Street. In addition, RCJV and KBJV may provide financial assistance to MBE retail merchants for space planning and build-out of the retail space in Ruggles Center and One Lincoln Street, as the case may be, the amount of such financial assistance to any such merchant to be amortized over the term of the lease with the merchant and repaid as additional rent. "Best efforts" shall mean reliance on traditional methods of leasing and, whenever those traditional methods prove insufficient to afford a meaningful opportunity to minority business enterprises to lease space at Ruggles Center and One Lincoln Street, RCJV and KBJV shall take other affirmative measures to sufficiently afford such an opportunity at their respective Projects. Best efforts shall not require that RCJV and KBJV lease space to minority business enterprises under any terms and conditions that are in any respect inconsistent with terms and conditions generally applicable to other lessees at their respective Projects.

RCJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 10 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.



11. Incubator Space.

RCJV will work with the Advisory Panel to develop a business incubator program in one Phase of Ruggles Center to be designated by RCJV. The goal of the business incubator program is to provide opportunities at relatively low costs for existing or start-up businesses to explore new ideas and business operations. Typically, businesses within an incubator are those that are able to share ideas and support services, such as reception and telephone answering, secretarial support, legal services, accounting, photocopy, messengers, conference rooms, computer and data processing, and office furniture. RCJV will provide financial assistance to the business incubator for space planning and build-out of the business incubator operations, the amount of such financial assistance to the business incubator to be amortized over the term of the lease with the business incubator and repaid as additional rent. RCJV will make a good faith effort with the assistance of the Advisory Panel to identify qualified business operators acceptable to RCJV in its sole discretion. The parties hereto recognize, however, that the business incubator program will not succeed and RCJV will not have an obligation hereunder unless the Advisory Panel is able to secure a subsidy from private or public sources for such program.

RCJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 11 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

12. Notice of Availability of Employment Opportunities.

RCJV and KBJV will each provide either on-site or off-site employment centers, such as kiosks or the posting of bulletin boards, prior to and during the construction of Ruggles Center and One Lincoln Street, respectively, so as to inform the public of available employment opportunities at their respective Projects. After construction of Ruggles Center and One Lincoln Street, it is anticipated that notice of available job opportunities will be posted at a job posting center to be located on-site consistent with the Boston for Boston Employment Program Policy.

RCJV's obligations under this Paragraph 12 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by RCJV and the Authority. KBJV's obligations under this Paragraph 2 shall terminate upon the execution of, and be superseded by, a Cooperation Agreement by KBJV and the Authority.

13. Advisory Panel.

RCJV and KBJV will both participate in an advisory panel (the "Advisory Panel") to consist of representatives of all of the parties hereto, appropriate city and state agencies and the

Massachusetts Bay Transportation Authority for the purpose of implementing the community benefits to be provided by RCJV and KBJV pursuant to this Memorandum of Understanding, and ensuring compliance with the provisions hereof.

B. Successors and Assigns. This Memorandum of Understanding shall be binding upon and enforceable against the successors and assigns of the parties hereto, it being understood and agreed that RCJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of Parcel 18, Ruggles Center and any phase thereof, and KBJV shall have a right to transfer or assign to another party or parties its rights and interests under this Agreement and in all or a portion of the KBE Parcel and One Lincoln Street, subject in each case to such limitations as may be contained in other agreements between RCJV and the Authority or between KBJV and the Authority, as the case may be.

C. Limitation of Liability. The liability of RCJV or its successors and assigns (including, without limitation, mortgagees) (the "Phase Developer") arising under this Memorandum of Understanding with respect to each Phase shall be limited solely to the assets and property of the Phase Developer with respect to such Phase, but in any event not to exceed, in the aggregate, two hundred fifty thousand dollars (\$250,000.00), and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the Phase Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the Phase Developer hereunder or thereunder. A deficit capital account of a partner of the Phase Developer shall not be deemed to be a liability of such partner nor an asset or property of the Phase Developer.

The liability of KBJV or its successors and assigns (including, without limitation, mortgagees) (the "KBE Developer") arising under this Memorandum of Understanding with respect to One Lincoln Street shall be limited solely to the assets and property of the KBE Developer with respect to One Lincoln Street, but in any event not to exceed, in the aggregate, two hundred fifty thousand dollars (\$250,000.00), and no partner, venturer, trustee, beneficiary, shareholder, officer, director or the like of the KBE Developer, from time to time, or any such person's or entity's separate assets or property shall have or be subject to any personal liability with respect to any obligation or liability of the KBE Developer hereunder or thereunder. A deficit capital account of a partner of the KBE Developer shall not be deemed to be a liability of such partner nor an asset or property of the KBE Developer.

D. Default. Each and every covenant contained in this Memorandum of Understanding is and shall be construed to be a separate and independent covenant and shall, as relevant, apply separately to One Lincoln Street and each Phase of Ruggles Center,

and a default with respect to any covenant as it relates to One Lincoln Street shall not constitute a default with respect to Ruggles Center, and a default with respect to Ruggles Center shall not constitute a default with respect to One Lincoln Street. Furthermore, a default with respect to one Phase of Ruggles Center shall not constitute a default with respect to any other Phase of Ruggles Center.

E. Severability. If any term or provision of this Memorandum of Understanding, or the application thereof to any person or circumstance, shall to any extent be invalid and unenforceable, the remainder of this Memorandum of Understanding, or the application of such terms to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Memorandum of Understanding shall be valid and shall be enforced to the extent permitted by law.

F. Governing Law. This Memorandum of Understanding shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

G. Expiration. Obligations of KBJV hereunder shall terminate upon the issuance of the KBE Certificate of Occupancy, unless sooner terminated by the provisions hereof. Obligations of RCJV hereunder shall terminate upon the issuance of the applicable Phase Certificate of Occupancy, unless sooner terminated by the provisions hereof.

H. Notices. All notices or other communications required or permitted to be given under this Memorandum of Understanding shall be in writing, signed by a duly authorized officer or representative of the Authority, KBJV, RCJV, the Task Force or the Neighborhood Council, as the case may be, and shall either be hand-delivered or mailed postage pre-paid, by registered or certified mail, return receipt requested and shall be deemed given when delivered, if by hand, or when deposited with the U.S. Postal Service, if mailed, to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other parties:

KBJV:	Kingston Bedford Joint Venture c/o Metropolitan/Columbia Plaza Venture 200 State Street Boston, MA 02109 Attn: Mr. Robert L. Green
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with copy to:

Hale and Dorr 60 State Street Boston, MA 02109 Attn: John D. Hamilton, Jr., P.C.

RCJV:

Ruggles Center Joint Venture
c/o Metropolitan/Columbia Plaza
Venture
200 State Street
Boston, MA 02109
Attn: Mr. Robert L. Green

with copy to:

Hale and Dorr
60 State Street
Boston, MA 02109
Attn: John D. Hamilton, Jr., P.C.

Boston Redevelopment
Authority:

Director's Office
One City Hall Plaza
Boston, MA 02201

with copy to:

Boston Redevelopment Authority
Chief General Counsel
One City Hall Plaza
Boston, MA 02201

Parcel 18+ Development
Task Force

Parcel 18+ Development Task Force
2406 Washington Street
Boston, MA 02119

Chinatown Neighborhood
Council

Chinatown Neighborhood Council
31 Beech Street
Boston, MA 02111

I. Amendment. This Memorandum of Understanding, or any part hereof, may be amended from time to time hereafter only in writing executed by all of the parties hereto.

J. Conflicts. To the extent that this Memorandum of Understanding contains terms that conflict with the terms contained in the Sale and Construction Agreement, the Cooperation Agreement, or the Development Impact Project Agreement pertaining to a Project or Phase of Parcel 18, or any other agreements entered into by and between the Authority and RCJV (and other appropriate parties, if any) with respect to Parcel 18, Ruggles Center or any Phase thereof and the Authority and KBJV (and other appropriate parties, if any) with respect to the KBE Parcel or One Lincoln Street, the terms of such other agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their behalf by their respective officers and thereunto duly authorized as of the day and year first above written.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: Stephen Coyle, Director

RUGGLES CENTER VENTURE

By: _____

KINGSTON BEDFORD JOINT VENTURE

By: _____

PARCEL 18 TASK FORCE

By: _____

CHINATOWN NEIGHBORHOOD COUNCIL

By: _____

APPENDIX 25

ANTICIPATED ZONING REQUESTS FOR PHASE 1

ANTICIPATED ZONING
REQUESTS FOR PHASE 1

1. Conditional Use Permits or Exceptions Required for Uses

A. Article 8, Section 7 - Use Items

<u>No.</u>	<u>Use</u>
20A	Library or museum not conducted for profit, and not accessory to a use listed under Use Item No. 16A, 18, 22, 23, or 24, whether or not on the same lot.
24	Scientific research and teaching laboratories not conducted for profit and accessory to a use listed under Use Item No. 16, 16A, 18, 22, or 23, whether or not on the same lot.
27A	Open space recreational building, a structure on an open space area that is necessary and/or appropriate to the enhanced enjoyment of the particular open space area.
30	Private club (including quarters of fraternal organizations) operated for members only.
59	Parking garage.
61	Rental agency.
66	Helicopter landing facility.
71	Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district, provided that any such use shall be subject to the same restrictions as the use to which it is ancillary.
72	As an accessory use, a garage or parking space for occupant, employees, customers, students and visitor.
77	As an accessory use subject to the limitations and restrictions of Article 10, the keeping of laboratory animals incidental to an educational or institutional use.

B. Article 34 - Interim Office Use Controls

<u>No.</u>	<u>Use</u>
39	Office of accountant, architect, attorney, dentist, physician or other professional person (conditional through April 28, 1990).
40	Real estate insurance or other agency office (conditional through April 28, 1990).
41	Office building, post office, bank or similar establishment (conditional through April 28, 1990).
85	As an accessory use (other than an accessory office) subject to the limitations and restrictions of Article 10, any use ancillary to, and ordinarily incident to, a lawful main use.

2. Exceptions Required for Dimensional Requirements

A. Office Building

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
18-1	Minimum Front Yard
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

B. Parking Garage

Section

15-1	Floor Area Ratio
27E-22	Maximum Height
19-1	Minimum Side Yard
20-7	Minimum Rear Yard
21-1, 21-2(a) and 21-2(b)	Setback of Parapet ^A

3. Other Exceptions Required

Section

Article 27E Section 8	Roxbury Interim Planning Overlay District - Site Plan Review
Article 27E Section 16	Roxbury Interim Planning Overlay District - Transportation Access Plan
Article 28	Boston Civic Design Commission Review

4. Other Permits Required

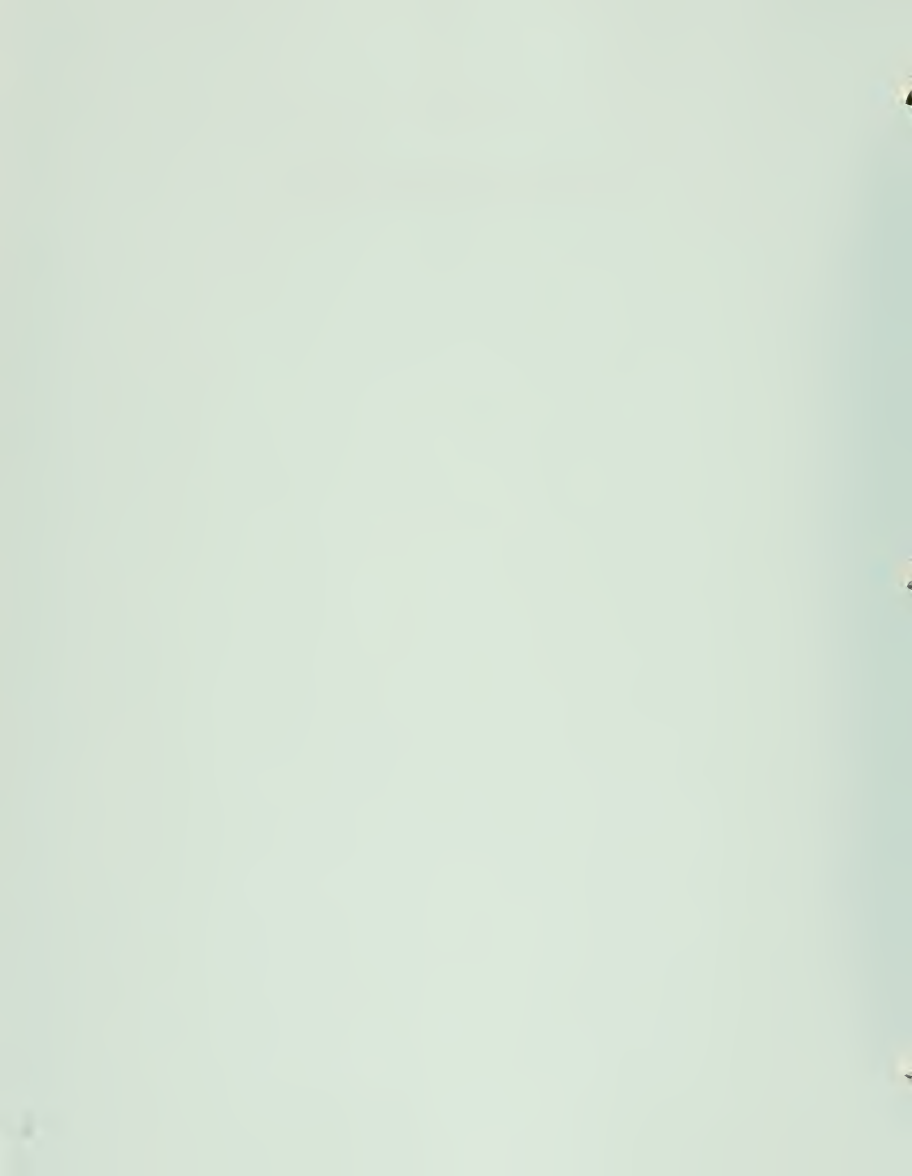
Section

Article 27E	Roxbury Interim Planning Overlay District Interim Planning Permit
-------------	--

^A Although an exception for the setback of parapets is not required for all parapets, final design, environmental and other development review may affect the parapet setbacks such that exceptions are required for additional parapets and, accordingly, authorization for exceptions from all parapet setback requirements is necessary.

APPENDIX 26

TENTATIVE LIST OF ANTICIPATED
LOCAL, STATE AND FEDERAL PERMITS



Tentative List of Anticipated
Local, State and Federal Permits
(other than zoning)

<u>PERMIT</u>	<u>AGENCY</u>	<u>TENTATIVE APPLICATION DATE</u>
<u>Site Assembly</u>		
LOCAL		
Street Discontinuances	Public Improvement Commission	Jul/Aug, 1989
Lot Consolidation	City of Boston	Jul/Aug, 1989
STATE		
Construction Permit for Land Bordering Former Railroad	Executive Office of Transportation and Construction	Oct/Nov, 1989
<u>Building Permits</u>		
LOCAL		
Approval of Demolition and Construction within 100 feet of Park	Parks and Recreation Commission	Oct/Nov, 1989
Building Code Variances	Board of Appeal	To be determined
Building Permit	Inspectional Services Department	Oct/Nov, 1989
Occupancy Permit	Inspectional Services Department	May/June, 1992
Permit for Maintenance of Fire Protection Equipment	Boston Fire Department	Oct/Nov, 1989
Permit for Safe Access to Site by Fire Department	Boston Fire Department	Oct/Nov, 1989
Permit for Welding and Cutting Equipment	Boston Fire Department	Oct/Nov, 1989
Building Department Approval of Fire Safety Equipment	Boston Fire Department	Nov/Dec, 1989

PERMITAGENCYTENTATIVE
APPLICATION DATETraffic Permits

LOCAL

Alteration of Traffic Signal	Department of Public Works	Oct/Nov, 1989
Transportation Access Plan	Boston Transportation Department	Aug/Sept, 1989
Curb Cut Permit	Public Improvement Commission; Department of Public Works; Department of Traffic and Parking	Oct/Nov, 1989

STATE

Curb Cut Permit	Department of Public Works	Oct/Nov, 1989
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Parking Permits

LOCAL

Permit to Erect & Maintain Parking Garage	Boston Committee on Licenses, a division of the Public Safety Commission	Oct/Nov, 1989
License for Storage of Flammable and/or Explosive Materials	Boston Committee on Licenses, a division of the Public Safety Commission	Oct/Nov, 1989
Certificate of Registration	Boston Fire Department	Oct/Nov, 1989

Sewer Tie-in

LOCAL

Sewer Tie-in Approval	Boston Water & Sewer Commission; Boston Board of Health	Oct/Nov, 1989
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STATE

Sewer Connection and Extension Permit	Department of Environmental Quality Engineering - Division of Water Pollution Control	Oct/Nov, 1989
Industrial User Permit or letter waiving same	Massachusetts Water Resources Authority	Oct/Nov, 1989



PERMITAGENCYTENTATIVE
APPLICATION DATEHistorical

STATE

Historical Commission Sign-Off	Massachusetts Historical Commission ("MHC")	Aug/Sept, 1989
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Environmental

STATE

MEPA Compliance	Executive Office of Environmental Affairs	Aug/Sept, 1989
Fossil Fuel Utilization Permit	Department of Environmental Quality Engineering	Oct/Nov, 1989
Massachusetts Contingency Plan Waiver	Department of Environmental Quality Engineering	Granted

Other

Permit for Sign, Awning Hood, Canopy or Marquee	Department of Public Works	Oct/Nov, 1989
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APPENDIX 27

ENVIRONMENTAL MATERIALS

- A. ENVIRONMENTAL NOTIFICATION FORM
- B. CERTIFICATE OF SECRETARY OF ENVIRONMENTAL AFFAIRS
- C. LETTER DATED OCTOBER 24, 1988 FROM BRA TO STEPHEN DAVIS
- D. CERTIFICATE OF THE SECRETARY OF ENVIRONMENTAL AFFAIRS ON THE DRAFT ENVIRONMENTAL IMPACT REPORT



P.1
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APPENDIX A
COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

ENVIRONMENTAL NOTIFICATION FORM

EOEA No. 613
TOWN BOSTON
MEPA Contact Person JACKI WILKIN
(727-5830)

Do not write in
this space

I. SUMMARY

A. Project Identification

1. Project Name Parcel 18

2. Project Proponent Boston Redevelopment Authority
Address Boston City Hall
Boston, MA 02201

3. Project Description: (City/Town(s)) Boston (Roxbury)

1. Location within city/town or street address Maine Case Blvd./Tremont St./Ruggles St.

2. Est. Commencement Date Spring 1988
Approx. Cost \$ 245,000,000

Est. Completion Date: Fall 1993
Current Status of Project Design: 5 % Complete

C. Narrative Summary of Project

Describe project and give a description of the general project boundaries and the present use of the project area. (If necessary, use back of this page to complete summary).

The Parcel 18 development at Ruggles and Tremont Streets in Roxbury is envisioned as a dynamic mixed-use urban center focusing on the Ruggles Station concourse of the relocated Orange Line rapid transit line. This complex, to be developed in several stages, will include a mix of office, retail, housing, and community facilities which would be accommodated in a series of mid-rise and high-rise structures with ample parkland, subsurface parking, and numerous street amenities. The goal of the project is to transform a vacant parcel of land created by the Southwest Corridor transit system into a community resource that can meet the need of the adjacent neighborhoods and institutions.

The development will potentially involve the construction of two office buildings supporting ground floor retail activity flanking a pedestrian walkway leading to the Ruggles Station concourse. Three alternative massings currently are under consideration as the range of commercial/office development options for the site: Height options under consideration for these two buildings range from 125 feet to 225 feet. In no event will the total gross square footage for the commercial/office development exceed 860,000 square feet for both buildings.

Also included will be parking to accommodate 500 to 1,200 cars. The development may also include 100,000 sq.ft. of retail space in another building adjacent to Ruggles Station, as well as a 150,000 sq.ft. residential mid-rise to include a significant market-rate component as well as housing opportunities for individuals and families of low- and moderate-income, and a proposed community cultural center.

Copies of this may be obtained from:

Name: Richard B. Mertens

Address: Boston City Hall, Boston, MA 02201

(continued on back)

Firm/Agency: Boston Redevelopment Authority
Phone No. 722-4300, X323

THIS IS AN IMPORTANT NOTICE. COMMENT PERIOD IS LIMITED.
For information, call (617) 727-5830

Parcel 18 is a 5.6 acre (245,000) parcel directly adjacent to the new Ruggles Station in Roxbury and is bounded by Melnea Cass Boulevard, Tremont Street, Ruggles Street, and the Orange Line right-of-way. The parcel currently is unpaved and has been used partly for parking for Northeastern University and partly as a staging area for the Ruggles Street Station construction.

The proposed project site is adjacent to Roxbury, one of Boston's oldest neighborhoods. Roxbury has not benefitted from the economic boom stimulated by downtown development. Historically, this community and its predominantly minority residents have not had equal access to employment, education and other goods, status and benefits generated by Boston's economy.

Special attention must be given to mitigate any adverse impact on massing, design, traffic, noise and air quality on this special neighborhood. The BSA understands "project" in this context to mean the totality of public policy goals and objectives (enumerated in Section IV A) and the overriding objective of maximising community benefits and minimising adverse impacts. This position is taken because of our understanding of the critical relationship between what will make this a good project and what will be good for the community. In our understanding they are the same things. An open, fair, public process, economic participation by the local community, and sensitive urban design are critical to the success of this project. The project will be reviewed by the Parcel 18+ Task Force.

It is the intent of the Boston Redevelopment Authority to prepare a Draft Environmental Impact Report evaluating the alternative development concepts under construction for Parcel 18. Following public review of this Draft EIR, the Authority will issue a Request for Proposals which will lead to the selection of one or more developers to implement the program. Final EIR's will be prepared by the chosen developer(s).

The development of this parcel will be linked to the development of Kingston-Bedford/Essex Street under the City's Parcel-to-Parcel Linkage Program.

A draft EIR is being prepared simultaneously for the Kingston-Bedford Essex Street site.



This project is one which is categorically included and therefore automatically requires preparation of an Environmental Impact

Report : YES ☒ NO ☐

D. Sequencing (Complete Sections II and III first, before completing this section.)

1. Check those areas which would be important to examine in the event that an EIR is required for this project. This information is important so that significant areas of concern can be identified as early as possible, in order to expedite analysis and review.

	Construc- tion Impacts	Long Term Impacts		Construc- tion Impacts	Long Term Impacts
Open Space & Recreation	-----	☒	Mineral Resources	-----	-----
Historical	-----	-----	Energy Use	☒	☒
Archaeological	-----	-----	Water Supply & Use	-----	☒
Fisheries & Wildlife	-----	-----	Water Pollution	-----	-----
Vegetation, Trees	-----	-----	Air Pollution	☒	☒
Other Biological Systems	-----	-----	Noise	☒	☒
Inland Wetlands	-----	-----	Traffic	☒	☒
Coastal Wetlands or Beaches	-----	-----	Solid Waste	☒	☒
Flood Hazard Areas	-----	-----	Aesthetics	-----	☒
Chemicals, Hazardous Substances, High Risk Operations	☒	-----	Wind and Shadow	-----	☒
Geologically Unstable Areas	☒	☒	Growth Impacts	-----	☒
Agricultural Land	-----	-----	Community/Housing and the Built Environment	-----	☒
Other (Specify)	-----	-----		-----	-----

2. List the alternatives which you would consider to be feasible in the event an EIR is required.

1. Alternative Project Massings and Scales
2. Alternative Project Phasings



- E. Has this project been filed with EOEI before? Yes _____ No X
If Yes, EOEI No. _____ EOEI Action? _____
- F. Does this project fall under the jurisdiction of NEPA? Yes _____ No X
If Yes, which Federal Agency? _____ NEPA Status? _____

G. List the State or Federal agencies from which permits will be sought:

Agency Name	Type of Permit
Massachusetts Division of Water Pollution Control (DQCE)	Sewer Connection Permit
Metropolitan District Commission	Industrial Use Permit
Department of Public Works	Curb Cut Permit
FAA	Section 77 Federal Aviation Regulations Review
BRA/MBTA	Land Disposition Agreements

H. With an Order of Conditions be required under the provisions of the Wetlands Protection Act (Chap. 131, Section 40)?

Yes _____ No X

DQCE File No., if applicable: _____

I. List the agencies from which the proponent will seek financial assistance for this project:

Agency Name	Funding Amount
Executive Office of Communities and Development	SHARP or Massachusetts Housing Partnership Funds
	Community Development Action Grant
Executive Office of Transportation and Construction	State Parking Facilities Funds
U.S. Dept. of Housing and Urban Development	Urban Development Action Grant

II. PROJECT DESCRIPTION

A. Include an original 8 1/2 x 11 inch or larger section of the most recent U.S.G.S. 1:24,000 scale topographic map with the project area location and boundaries clearly shown. Include multiple maps if necessary for large projects. Include other maps, diagrams or aerial photos if the project cannot be clearly shown at U.S.G.S. scale. If available, attach a plan sketch of the proposed project.

B. State total area of project: 5.6 acres

Estimate the number of acres (to the nearest 1/10 acre) directly affected that are currently:

1. Developed _____ acres	4. Floodplain _____ acres
2. Open Space/Woodlands/Recreation _____ acres	5. Coastal Area _____ acres
3. Wetlands _____ acres	6. Productive Resources _____ acres
	Agriculture _____ acres
	Forestry _____ acres
	Mineral Products _____ acres
	7. Vacant Urban Land <u>5.6</u> acres

C. Provide the following dimensions, if applicable:

Length in miles <u>NA</u>	Number of Housing Units <u>150-200</u>	Number of Stories <u>2 - 17</u>
	Existing	Immediate Increase Due to Project
Number of Parking Spaces _____	<u>310</u>	<u>190-820</u>
Vehicle Trips to Project Site _____	<u>465</u>	<u>2,980-4,555</u>
Estimated Vehicle Trips past project site _____	<u>31,000</u>	<u>3,900 - 6,700</u>

D. If the proposed project will require any permit for access to local or state highways, please attach a sketch showing the location of the proposed driveway(s) in relation to the highway and to the general development plan; identifying all local and state highways abutting the development; and indicating the number of lanes, pavement width, median strips and adjacent driveways on each abutting highway, and indicating the distance to the nearest intersection.

See attached site plan



ASSESSMENT OF POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS

Instructions: Consider direct and indirect adverse impacts, including those arising from general construction and operations. For every answer explain why significant adverse impact is considered likely or unlikely to result.

Also, state the source of information or other basis for the answers supplied. If the source of the information, in part or in full, is not listed in the ENF, the preparing officer will be assumed to be the source of the information. Such environmental information should be acquired at least in part by field inspection.

A. Open Space and Recreation

1. Might the project affect the condition, use or access to any open space and/or recreation area?

Yes ☒ No ☐

Explanation and Source:

No recreation or open space uses currently exist on-site.

A variety of open spaces and pedestrian walkways will be provided as part of the development project. In addition, a landscaped park area may be constructed off Ruggles Street adjacent to Ruggles Station as a continuation of a proposed linear park to run above and along side the Orange Line transit corridor. These open spaces would be accessible to and available to project residents and occupants as well as to adjacent neighborhoods. It is expected that the project will itself become an active public area, incorporating both recreational facilities and some open space for the enjoyment of the Roxbury community.

B. Historic Resources

1. Might any site or structure of historic significance be affected by the project? Yes ☐ No ☒

Explanation and Source:

The project site is vacant land. There are no historical properties in the immediate vicinity of the project site.

Boston Landmarks Commission.

2. Might any archaeological site be affected by the project? Yes ☒ No ☐

Explanation and Source:

According to the City Archaeologist, there is a possibility that the project site could contain archaeological resources. Therefore, an archaeological survey will be required prior to construction of the project.

C. Ecological Effects

1. Might the project significantly affect fisheries or wildlife, especially any rare or endangered species?

Yes ☐ No ☒

Explanation and Source:

The project site is an urban parcel used for parking and construction staging and does not contain any rare or endangered species of wildlife or any fisheries.



2. Might the project significantly affect vegetation, especially any rare or endangered species of plant?

Yes _____ No X

(Estimate approximate number of mature trees to be removed: 0)

Explanation and Source:

The project site is an urban parcel used for parking and construction staging and is devoid of any vegetation except for scattered patches of grasses and weed species.

3. Might the project alter or affect flood hazard areas, inland or coastal wetlands (e.g., estuaries, marshes, sand dunes and beaches, ponds, streams, rivers, fish runs, or shellfish beds)? Yes _____ No X

Explanation and Source:

The project site is not located within a flood hazard area nor is it adjacent to any inland or coastal wetland.

Federal Emergency Management Agency Flood Insurance Rate Map (Panel #2502860010C, April 1982)

4. Might the project affect shoreline erosion or accretion at the project site, downstream or in nearby coastal areas? Yes _____ No X

Explanation and Source:

The project site is an inland site and is not located near any shoreline or coastal area.

5. Might the project involve other geologically unstable areas? Yes X No _____

Explanation and Source:

Marine clay deposits underlie the entire site and are subject to long-term settlement problems and differential movements. The subsurface soil profile indicates in certain zones of the site deep end-bearing piles would be required to support any high-rise structures.

Haley & Aldrich, Inc. Settlement Studies, Parcel 18 area

D. Hazardous Substances

1. Might the project involve the use, transportation, storage, release, or disposal of potentially hazardous substances?

Yes X No _____

Explanation and Source:

The parking garage will entail the storage of automobiles containing gasoline. No other potentially hazardous substances are expected to be used or stored on-site. The site may contain unknown buried hazardous wastes, the presence of which will be determined by a 21E survey.



E. Resource Conservation and Use

36

1. Might the project affect or eliminate land suitable for agricultural or forestry production?

Yes _____ No X

(Describe any present agricultural land use and farm units affected.)

Explanation and Source:

The project site is located in the midst of a developed urban area and does not support any agricultural or forestry production.

2. Might the project directly affect the potential use or extraction of mineral or energy resources (e.g., oil, coal, sand & gravel, ores)? Yes _____ No X

Explanation and Source:

No mining activities occur in the vicinity of the project site.

3. Might the operation of the project result in any increased consumption of energy? Yes X No _____

Explanation and Source:

(If applicable, describe plans for conserving energy resources.)

Since the project site presently is vacant land, the proposed project will result in increased energy consumption. The buildings will incorporate energy-efficient design standards and will meet the requirements of the Massachusetts Energy Code. Energy also will be consumed for the construction of the project.

F. Water Quality and Quantity

1. Might the project result in significant changes in drainage patterns? Yes X No _____

Explanation and Source:

Development of the project site with buildings and paved surfaces will substantially increase the amount of impervious surfaces, which will result in increased runoff. All site runoff will be directed into the City's storm drainage system.

2. Might the project result in the introduction of pollutants into any of the following:

(a) Marine Waters	Yes _____	No <u>X</u>
(b) Surface Fresh Water Body	Yes _____	No <u>X</u>
(c) Ground Water	Yes _____	No <u>X</u>

Explain types and quantities of pollutants.

The project will result in no direct discharge into marine or fresh water bodies. Sanitary sewage will be conveyed to MDC treatment facilities and ultimately discharged into Boston Harbor; storm runoff will be conveyed via local sewers to the Stony Brook Conduit and thence to the Back Bay Fens.



3. Will the project generate sanitary sewage? Yes X No

If Yes, Quantity: * gallons per day

- Disposal by: (a) Onsite septic systems Yes No X
 (b) Public sewerage systems Yes X No
 (c) Other means (describe)

*70,750 - 105,000 gallons, depending on development option

Title 5, Massachusetts Environmental Code (Sewage Flow Estimates)

4. Might the project result in an increase in paved or impervious surface over an aquifer recognized as an important present or future source of water supply? Yes No X

Explanation and Source:

The project is not located over an aquifer recognized as a present or future source of water supply.

5. Is the project in the watershed of any surface water body used as a drinking water supply?

Yes No X

Are there any public or private drinking water wells within a 1/2-mile radius of the proposed project?

Yes No X

Explanation and Source:

No public or private drinking wells are located in the City of Boston. The City's water is supplied by the MWRA/MDC from the Quabbin Reservoir in western Massachusetts.

6. Might the operation of the project result in any increased consumption of water? Yes X No

Approximate consumption * gallons per day. Likely water source(s) MWRA/MDC

Explanation and Source:

*81,365 - 120,750 gallons, depending on development option

Sanitary sewage +15%

7. Does the project involve any dredging? Yes No X

If Yes, indicate:

Quantity of material to be dredged

Quality of material to be dredged

Proposed method of dredging

Proposed disposal sites

Proposed season of year for dredging

Explanation and Source:

The project site is not located on any shoreline.



G. Air Quality

1. Might the project affect the air quality in the project area or the immediately adjacent area?

Yes X No _____

Describe type and source of any pollution emission from the project site. TSP, CO, NO_x

Short-term air quality effects will occur during construction, particularly dust emissions from site preparation and excavation and pollutant emissions from construction equipment. Wetting of the site can reduce dust emissions significantly. The additional vehicular traffic generated by the project will result in increases in auto-related pollutants in the project vicinity. The project will be monitored to ensure that the impact on the residents of the area will be minimized.

2. Are there any sensitive receptors (e.g., hospitals, schools, residential areas) which would be affected by any pollution emissions caused by the project, including construction dust? Yes X No _____

Explanation and Source:

The Whittier Street and Mission Hill Extension public housing projects, other residential properties in the Lower Roxbury area, and Northeastern University are located adjacent to or in close proximity to the project site. Special attention will be given to measures that mitigate the adverse effects of the project on air quality in Roxbury. The surrounding community will have an opportunity to comment on these mitigation measures.

3. Will access to the project area be primarily by automobile? Yes X No _____

Describe any special provisions now planned for pedestrian access, carpooling, buses and other mass transit.

The project site is located adjacent to the new Ruggles Street station in the Orange Line rapid transit system, which also will be a stop for commuter rail service from Route 128 to South Station and for approximately 10 MBTA bus routes. In accordance with City policy, the redeveloper will be required to submit an Access Plan outlining measures to manage auto access to the project. The community will have the opportunity to comment on the access plan.

H. Noise

1. Might the project result in the generation of noise? Yes X No _____

Explanation and Source:

(Include any source of noise during construction or operation, e.g., engine exhaust, pile driving, traffic.)

Short-term noise effects will occur during the construction period, particularly from pile-driving operations. Noise attenuation measures will be required to reduce the noise impacts to the extent feasible. In the long-term, some increase in community noise levels could result from the increase in area traffic, and the more active use of the site. Special attention will be given to measures to mitigate the adverse effects of noise on the Roxbury community.

2. Are there any sensitive receptors (e.g., hospitals, schools, residential areas) which would be affected by any noise caused by the project? Yes X No _____

Explanation and Source:

The Whittier Street and Mission Hill Extension public housing projects, other residential properties in the Lower Roxbury area, and Northeastern University are located adjacent to or in close proximity to the project site. Mitigation measures will be implemented during construction to minimize noise impacts on these residential and institutional areas.



I. Solid Waste

1. Might the project generate solid waste? Yes
- X
- No _____

Explanation and Source:

(Estimate types and approximate amounts of waste materials generated, e.g., industrial, domestic, hospital, sewage sludge, construction debris from demolished structures.)

Construction of the project will result in the generation of excavation material for building foundations and subsurface parking and of normal construction and building debris. The completed project will generate approximately 3.95 to 5.9 tons of solid waste per day, depending on the development option ultimately selected.

J. Aesthetics

1. Might the project cause a change in the visual character of the project area or its environs?

Yes X No _____

Explanation and Source:

The project will add a mid- or high-rise development to an area consisting primarily of vacant land and low-scale buildings. The development will replace an unattractive open parking lot with urban active mixed-use complex which is expected to create its own place while stimulating further compatible development on surrounding sites. In order to assure the appropriate siting and design of the project in relation to the Roxbury community, the project will be planned and developed with extensive community participation and review.

2. Are there any proposed structures which might be considered incompatible with existing adjacent structures in the vicinity in terms of size, physical proportion and scale, or significant differences in land use?

Yes X No _____

Explanation and Source:

The scale and height of the proposed development are different from the existing scale of the surroundings. However, preliminary design guidelines have been developed to assure that the project will be compatible with the surrounding environment and will be completed with community participation and review. A 75-foot cornice line, consistent with those along Tremont Street, is to be maintained, with any additional height set back a minimum of 20 feet.

3. Might the project impair visual access to waterfront or other scenic areas? Yes _____ No
- X

Explanation and Source:

The project is not located near any waterfront area or any scenic area and therefore will have no effect on visual access to such areas.

K. Wind and Shadow

1. Might the project cause wind and shadow impacts on adjacent properties? Yes
- X
- No _____

Explanation and Source:

If high rise buildings are developed on the site, they could result in wind and shadow impacts on the surrounding area. To mitigate these impacts the towers should be setback from the street to limit wind problems. Wind-tunnel analyses and shadow studies will be included in the Draft Environmental Impact Report. Special attention will be given to mitigation of wind and shadow on the surrounding area.



CONSISTENCY WITH PRESENT PLANNING

- A. Describe any known conflicts or inconsistencies with current federal, state and local land use, transportation, open space, recreation and environmental plans and policies. Consult with local or regional planning authorities where appropriate.

The Parcel 18 development will be designed in response to the development concept and urban design guidelines developed by the Boston Redevelopment Authority in consultation with the Parcel 18+ Task Force for the development of this site as well as to contribute to fulfilling the objectives of the City's parcel-to-parcel linkage program. The site design will accommodate the Southwest Corridor open space system, and the proposed development will be subject to review by the Boston Civic Design Commission. It is the objective of this

(continued on back page)

V. FINDINGS AND CERTIFICATION

- A. The notice of intent to file this form has been/will be published in the following newspaper(s) :

(Name)	<u>Boston Herald</u>	(Date)	<u>June 27, 1986</u>
	<u>Bay State Banner</u>		<u>July 5, 1986</u>
	<u>South End News</u>		<u>July 5, 1986</u>

- B. This form has been circulated to all agencies and persons as required by Appendix B.

June 30, 1986

Date

Steph Coyle
Signature of Responsible Officer
or Project Proponent

Stephen Coyle, Director

Name (print or type)
Boston Redevelopment Authority

Address Boston City Hall

Boston, MA 02201

Telephone Number 722-4300

June 30, 1986

Date

Richard B. Mertens
Signature of person preparing ENF
(if different from above)

Richard B. Mertens or Ivy Dilworth
Name (print or type)

Address Boston Redevelopment Authority
Boston City Hall

Boston, MA 02201

Telephone Number 722-4300 X323



IV. Consistency with Present Planning

program that these parcels contribute to the building of the neighborhood economy through:

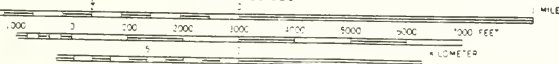
- creation of equity for minority developers and community development corporations.
- provision of opportunities for Minority Business Enterprises
- funding of community development activity
- increased employment of City residents
- creating appropriate urban design for the projects
- extensive community review and participation





SOUTHWEST CORRIDOR PARCEL 18

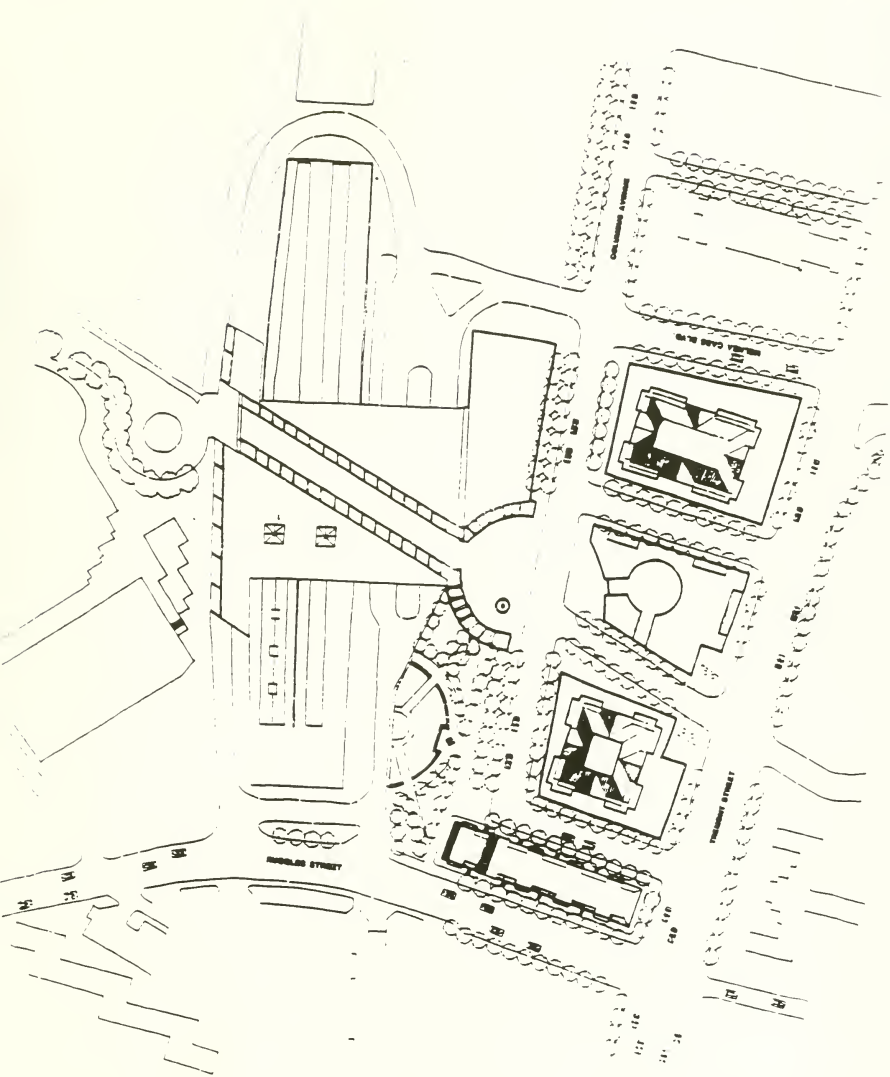
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BOSTON SOUTH, MASS
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The Commonwealth of Massachusetts
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, Massachusetts 02202

MICHAEL S. DUKAKIS
GOVERNOR

JAMES S. NOVY
SECRETARY

CERTIFICATE OF THE SECRETARY OF ENVIRONMENTAL AFFAIRS
ON THE
ENVIRONMENTAL NOTIFICATION FORM

PROJECT NAME : Parcel 18
PROJECT LOCATION : Boston
EOEA NUMBER : 6133
PROJECT PROPONENT : Boston Redevelopment Authority
DATE NOTICED IN MONITOR : July 9, 1986

Pursuant to the Massachusetts Environmental Policy Act (G.L., c.30, s.62-62H) and Sections 10.04(1) and 10.04(9) of the regulations implementing MEPA (301 CMR 10.00), I hereby determine that the above project requires the preparation of an Environmental Impact Report.

The Parcel 18 project is a mixed-use development proposed for construction on a 5.6 acre parcel located immediately adjacent to the Ruggles Street Orange Line Station on the corner of Tremont and Ruggles Streets. The project consists of several elements including office, retail, housing, community, and parking uses. The Draft EIR will be prepared by the Boston Redevelopment Authority and will evaluate the impacts of the three alternatives listed below. Following the public review of the Draft EIR, the BRA and/or the developer(s) selected for the project will prepare and file a Final EIR jointly in accordance with MEPA Regulation 10.11. In addition, if the project were to evolve significantly with the selection of a developer(s), a Supplemental Final EIR might be necessary to ensure a complete environmental review of the project.

Study Area

It has been noted in comments that the proposed project have potential impact not only on its immediate vicinity, but nearby neighborhoods, including the Dudley Square area, as well. While focussed principally on the immediate project vicinity, EIR should also address those impacts which legitimately affect adjoining neighborhoods, particularly in regard to traffic, housing, and employment impacts. This EIR, however, is not intended to evaluate the impacts of revitalization of the Dudley Square area.

Alternatives

The EIR shall evaluate the impacts of three alternative height and massing scenarios for the office/ commercial development options for the site, as outlined below.

HEIGHT		MASSING
125 ft.	and	500,000 s.f.
180 ft.	and	700,000 s.f.
225 ft.	and	860,000 s.f.

Other components of the project which require an assessment of alternatives are the housing and parking garage which could range as follows:

RESIDENTIAL: 150-200 mixed income units
GARAGE: 500-1200 spaces

Unless a firm proposal is made in the Draft EIR, both the low and high end of the ranges for these components should be evaluated.

Open Space and Recreation

The project will include areas designated for open space and recreational uses including a landscaped park off Ruggles Street. The EIR should assess the area's needs with respect to urban open space and demonstrate how alternative design concepts can satisfy those needs in the context of nearby Southwest Corridor parkland. To approach the open space issue the report should consider what people are presently doing, day to day, in the area to infer in the new open space areas can be utilized.

The proposed open space and urban design concepts for the project should be described and evaluated in terms of "openness"

and the quality of the human experience available in those public areas. The report should clearly show that the design will be inviting to the public and particularly the neighboring areas. There should also be an explanation of the range of potential public activities and the freedom with which the public can choose among those activities.

Historical

Although the site is currently vacant, the EIR should provide a discussion of the prior uses of the site for informational purposes. In addition, the EIR should discuss the historical significance of the nearby Ruggles Street Baptist Church and Whittier Street Health Center which have been determined by the Boston Landmarks Commission to merit a "study for preservation action". An update of the Boston Landmarks Commission's recommendations regarding these structures should be provided along with an assessment of the impact (if any) that the Parcel 18 development will have on them.

Archaeological

An intensive locational archaeological survey of the project site may be warranted to determine the existence of archaeological resources. According to the State Archaeologist, such information may have already been generated by the MBTA as part of the Southwest Corridor Orange Line relocation project. At a minimum, the EIR should report on the findings of the MBTA investigations. The necessity and extent to further archaeological investigation for the EIR will be determined based on consultation with the State Archaeologist relative to the completeness of the MBTA investigation.

Hazardous Substances

The EIR should summarize the findings of the required "21E" site evaluation of Parcel 18 for prior deposition of hazardous materials. In addition, the document should discuss the likelihood of hazardous substances being used/stored onsite based on permitted tenant uses according to local zoning.

Transportation

The mixed uses proposed at the site, its accessibility to the regional highway network and proximity to residences, educational facilities and the mass transit system, warrant a transportation analysis which includes vehicular, pedestrian and mass transit elements. The extent of the study area(s) should be

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Transportation

The mixed uses proposed at the site, its accessibility to the regional highway network and proximity to residences, educational facilities and the mass transit system, warrant a transportation analysis which includes vehicular, pedestrian and mass transit elements. The extent of the study area(s) should be

determined by a origin-destination analysis but should include the key roadways and intersections in the vicinity (e.g., Ruggs Street, Tremont St., Melnea Cass Boulevard, Columbus Avenue). Growth trends and estimates of future area growth should be presented in the EIR. Project specific growth in the area should be identified and factored into the future growth, including proposed BHA housing expansions and Northeastern University Campus Master Plan. Assumptions for development of other parcels in the vicinity, such as Parcel 22, BRA Parcel P-2, Parcel 1, Parcel 17 - 17X and other planned redevelopment initiatives likely to impact the same transportation corridors, shall be based on current planning and permitted uses by zoning.

The potential traffic generation from the mixed uses development alternatives should be calculated for daily, weekend AM and PM peaks and Saturday afternoon traffic. The direction split of traffic to and from the site should be explained and diagrammed.

The intersections and roadways should be assessed in terms of traffic levels of service and volume capacity ratios for build and all other build alternatives. This analysis should also include the proposed parking garage driveways(s).

Intersection problems and significant increases in local street traffic attributable to the project should be identified in the report.

The traffic mitigation section of the report should consider mass transit options as well as operation and design measures to reduce traffic impacts. This section should evaluate subway and bus service to the area. The capacity of the public transportation system should be estimated. Background growth and the project generated ridership should be determined for the range of alternatives. The EIR should analyze whether there will be adequate capacity in the transit system to handle the ridership increases predicted.

Parking

The ENF described an underground parking garage containing from 500-1200 parking spaces. Based on the BRA's public documents describing the project, it is my understanding that the intended capacity of the garage is 500 spaces. As requested by Boston Traffic and Parking the EIR should: (1) describe the parking supply and demand for the project; (2) describe how the parking spaces will be allocated among residents, employees, visitors, commuters and the general public.

Air Quality

The air quality analysis should coincide with the traffic analysis in terms of analysis years and development alternatives. The analysis should include all intersections and roadways in the project affected area where the level of service has deteriorated to D and the project causes a 10 percent traffic increase or where the final LOS E/F and the project contributes to the reduction in LOS.

The air quality dispersion models to be used are MOBILE-3 and CALINE-3. The DEQE must be consulted to determine the applicable model parameters and to identify sensitive receptors. The analysis should be based on worst case traffic conditions and should present 1-hour and 8-hour CO concentration levels.

Sewerage

The EIR should describe the existing sewerage system between the project site and the wastewater treatment plant. Identify and explain any capacity shortfalls within that system for average daily and peak sewerage flows. Any CSO overflow problems should be discussed and the frequency of these events explained.

Average and peak increases in background sewerage flows should be estimated, based on known projects proposed for development during the same timeframe as the Parcel 18 project and within the same infrastructure service area.

The EIR should estimate the average daily and peak sewerage flows generated by the project. Further, the report should analyze the adequacy of the system to handle the increase background sewerage flows plus the flows from the project.

As deemed necessary, the report should identify remedial measures to improve the sewerage system. This report should be clear as to whether the City or the developer(s) would be responsible for implementing those improvements and when those measures would be completed in relation to the project build out.

Utility Impacts

This section of the report should consider the adequacy of the existing water supply and power supply to meet the needs of the proposed development and other projects within the area that will on line at about the same time as the project. Any delivery system problems or inadequacies should be discussed with a clear

strategy for remedial action.

Construction Impacts

Equipment, material and construction worker routing into the area to the Project site should be mapped out. Explain on and off site storage of equipment and materials staging area and vehicle parking. It should be demonstrated that the transportation routing plan and the on and off site staging and parking will minimally disrupt the area's daily activities.

Noise and vibration impacts during pile driving will require special evaluation and thoughtful mitigation, given the existing settlement problems at nearby BHA facilities and the unique operations at Northeastern University.

The EIR should identify other projects in the area that will be in construction at the same time as the project. The combined impacts of overlapping construction should be assessed, and recommendations made to minimize the disruptions during the development phase.

Massing and Shadow Impacts

Graphic representations of the massing options and resulting shadow effects of the proposed project and alternatives should be presented. The shadow effects on key sensitive receptors in the area, e.g. open-space areas, housing, and areas heavily used by pedestrians should be analyzed during the morning, midday and afternoon hours over a discrete range of season variations.

Consider the line of sight requirements of Northeastern University's satellite reception in relationship to the massing of the project.

Wind Impacts

The draft EIR should include a qualitative wind analysis to determine the potential effects of the proposed developments on the ground wind environment in and around the project site. The preliminary analysis should consider the three project alternatives identified by the BRA and no build.

The final EIR will be expected to present more detailed quantitative wind tunnel testing and analysis when building designs and plans for open space areas become available.

In toto, the wind studies in both reports should take into

September 12, 1986

account existing wind conditions, possible induced wind effects, probable impacts on ground wind velocities from mid and high rise building masses with consideration given to building locations and form, and design measures to mitigate for increased wind velocities, particularly around open space areas.

Social and Economic Conditions

The assessment of the social and economic effects of the project should consider housing stocks, community facilities, an employment. For housing stocks, data should include the existing mix of owner occupied, market rate, middle income, and low income housing in the neighborhood and the effects of the project on this mix. The community facilities analysis should describe existing public facilities available in the neighborhood, the demands placed on these by the project and its residents, and any new facilities or services associated with the project. It is anticipated that, for each of these areas, the analysis can be based on existing data available from the BRA.

Distribution

Since the BRA is fostering a high level of public participation in the EIR review process, it is expected that an adequate number of copies of THE EIR will be made available to the public. Copies should be sent to the Parcel 18- Task Force, to the agencies/groups which submitted comments on the INF, and to those represented at the the scoping sessions, in addition to the required MEPA distribution.

SEPTEMBER 12, 1986
DATE

JSH/JW/bk


JAMES S. HOYTE, SECRETARY



Metropolitan Area Planning Council

110 Tremont Street Boston, Massachusetts 02108 (617) 451-2770

Service to Cities and Towns in Metropolitan Boston

August 8, 1988

The Honorable James S. Hoyte, Secretary
Executive Office of Environmental Affairs
MEPA Unit
100 Cambridge Street
Boston, MA 02202

RECEIVED

AUG 14 1988

OFFICE OF THE SECRETARY
ENVIRONMENTAL AFFAIRS

Project Identification

Project Name: Parcel 18

EOEA#: 6133

Project Proponent: Boston Redevelopment Authority

MAPC#: ENF-86-1

Location: Roxbury

Received: 7/3/88

Dear Secretary Hoyte:

In accordance with the provisions of Chapter 30, Section 62, of the Massachusetts General Laws, the Council has reviewed the Environmental Notification Form above and offers the following comments:

1. Environmental Notification Form adequate; no Environmental Impact Report should be required.
2. Before a determination can be made as to whether or not an Environmental Impact Report should be required, additional information should be obtained on () probable environmental impacts, () alternatives to proposed and/or () measures proposed to mitigate probable impacts.
3. X An Environmental Impact Report () should be required, (x) is categorically required.
4. X Additional comments are attached.

Sincerely,

Joel B. Bard

Joel B. Bard

Acting Executive Director

JB3/CWB/mim

cc: Richard Dimino, MAPC Rep., Boston
Stephen Coyle, BRA
Carol Blair, MAPC Staff



City of Boston
The Environment
Department

Boston City Hall Room 404
Boston, Massachusetts 02201
or 725-4410 or 725-4840

James Hoyte, Secretary
Executive Office of Environmental Affairs
10th Floor
100 Cambridge Street
Boston, MA. 02102

RECEIVED
4-26-80
OFFICE OF THE SECRETARY
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS
ATTN: MEPA Unit, Nancy Baker - EOE #6133 - Parcel 16

Dear Mr. Hoyte:

The City of Boston Environment Department has received the Environmental Notification Form for the Project entitled "Parcel 16" and would like to submit the following comments, albeit late, for record:

- As with the Kingston-Bedford/ Essex Street project the type of space, landscaping and pedestrian access are important issues and should be clearly delineated.
- The different massing alternatives should be completely explored. Lower rise buildings are in keeping with the surrounding neighborhood. The potential adverse shadow and wind effects should be considered when looking at the higher height options.
- The project is stated accurately but not completely in Section 1 B.1. The Roxbury Preservation Survey of 1980 identified the Ruggles Street Baptist Church, 159 Ruggles St. and Whittier St. Health Center as meriting further study for preservation action. The study will be reevaluated in the fall to examine recommendations.
- In Section J.1 and 2, the effects as projected are stated factually. In J.3., the scenic vista towards Roxbury Highfort or Roxbury Standpipe (N.R.) is not identified. This victorian water pipe is a prominent place on the Roxbury skyline. Measures should be determined in the full EIR to preserve its singularity on the skyline and the vistas toward it from major and more pedestrian thoroughfares.
- This project identifies the need for an archeological survey. The full EIR should identify the extent of the survey.

Sincerely,

Lorraine M. Downey
Lorraine M. Downey
Director

Additional Comments

The ENF presents a broad range of alternatives in the scale of the development. Each of these alternatives would result in very different impacts on the economic, social and physical environment. If these three alternatives are carried through the draft EIR stage, each should be evaluated completely and the several options compared.

The BRA and MEPA have made a special effort to make this review process understandable and accessible. From the questions asked at scoping sessions, however, it is clear that people who are not familiar with the MEPA process are energetically participating. It may be worthwhile to expand that effort, offering a very simple description of what environmental impacts are, what an ENF is, what an EIR is, what MEPA's role is, and the unique relationships between BRA and the developer with respect to this project.

Boston

Raymond L. Flynn, Mayor

REC'D

RECEIVED

22 July 1986
OFFICE OF THE SECRETARY
OF ENVIRONMENTAL AFFAIRS

James S. Hoyte, Secretary
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

Dear Secretary Hoyte:

I am pleased to submit the following comments from the Transportation Department regarding the scoping of the Draft Environmental Impact Report (DEIR) for the Parcel 18 project in Roxbury.

The project may have traffic impacts in the Roxbury community. The DEIR should include a transportation impact analysis that identifies traffic impacts during construction and occupancy, expected modal choice among project users, and parking supply and demand. Traffic studies should compare project impacts for each alternative development concept with a no-build scenario for the anticipated year of occupancy.

Transportation analysis should address the following issues:

What are the traffic implications for the Roxbury community? The proponents should identify project-related traffic volumes along major corridors and at key intersections, especially during peak periods. At a minimum, the traffic analysis should look at the impacts for Tremont Street, Ruggles Street, Columbus Avenue, and Melnea Cass Boulevard in the immediate vicinity of the site.

How will projected auto trips be distributed on the local street network? What are expected access routes to and from the regional highway network?

Richard A. Dimino, Commissioner, Traffic and Parking
City of Boston/City Hall Square/Boston, MA 02201



If the project has major traffic impacts, what mitigation measures do the proponents propose? Who would be responsible for implementing these measures? If public agencies are to bear the responsibility, how much will these measures cost? If the proponents will develop mitigation measures, what is the schedule for implementation? How do the mitigation measures improve the traffic flow?

What plans do the proponents have to encourage use of public transportation? As the ENF indicated, this project is adjacent to a major intermodal transportation terminal. For this reason, we would expect to see high transit ridership at the site and expect the developer to promote transit use. What is the anticipated impact of this project on the MBTA system, particularly those lines serving Ruggles Station?

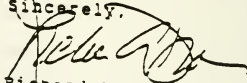
How will construction affect transportation access to the site? Will any streets be closed? How will construction workers reach the site? Will parking be available for them?

Describe the parking supply and demand for the project. How will the parking spaces be allocated among different user groups, e.g. residents, employees, visitors, general public?

Since the final project design has not been determined, certain project specific questions will have to wait for the final EIR. However, the DEIR should address the more general questions of overall traffic impacts at Parcel 18.

Thank you for this opportunity to comment.

Sincerely,


Richard A. Dimino
Commissioner



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has 4...

Boston
Landmarks
CommissionCity of Boston
The Environment
Department

July 17, 1986

Mr. Stephen Coyle
Boston Redevelopment Authority
Boston City Hall
Boston, MA 02201

ATTN: Ricardo Millett

Dear Mr. Coyle:

Thank you for the request to comment on the ENF for the Kingston-Bedford Essex St. development project and the Parcel 13 complex in Roxbury. The project goals are laudatory. The BLC staff comments concern the potential impacts on historic resources.

Kingston-Bedford Essex Project

A.
The ENF needs minor technical corrections in Section III, 3.1. The Bedford Building is listed individually in the National Register and Massachusetts Register, and the entire Commercial Palace District has been determined eligible for listing in the National Register. The Proctor and Church Green Buildings are designated as Boston Landmarks. On the other side of Essex Street lies the Essex Textile District which has been identified as meriting NR listing, and the Leather District lies to the south-east of the proposed project is listed. The ENF does not discuss these latter elements.

B.
The ENF in J. 1 & 2 Aesthetics presents contradictory and confusing statements. A straightforward presentation is expected here. The current downtown planning documents encourages a high rise zone along this corridor. Building heights in the maximum 250 feet to 400 feet range cannot have passing [that] will reflect the proportions and dimensions of the surrounding area, particularly those in Chinatown. Many of the Chinatown structures are in the 3 to 6 story category and will be dwarfed by the project. By any definition the question in III J. 2. must be answered yes, as there is incompatibility of size, physical proportion, and scale.

The impact of this project on historic resources may be mitigated by the general downward revision of height limits in the rest of the downtown. A full EIR will explore this. This ENF amended in these areas present factual material, not vague, urban design jargon.

Parcel 18, Roxbury

The project is stated accurately but not completely in Section 3.1. The Roxbury Preservation Survey of 1981 identified the Ruggles St. Baptist Church, 159 Ruggles St. and Whittier Health Center as requiring further study for preservation action. The study will be reevaluated in the fall to make recommendations.

In Section 3.1 & 2, the impacts as projected are substantially without obfuscation. In 3.1, the scenic view towards Roxbury Highfort or Roxbury Standpipe (N.R.) is identified. This Victorian water pipe has a prominent place in the Roxbury skyline. Measures should be determined in the EIR to preserve its singularity on the skyline and the view towards it from major and more pedestrian thoroughfares.

Archaeology

Both projects identify the need for archaeological survey. Full EIR's for both projects should identify the extent of survey projected.

Sincerely,

Judith B. McDonough
Judith B. McDonough
Executive Director
Boston Landmarks Commission
Environment Department

cc: L. M. Downey
V. Talmage, MHC

doc.



BOSTON HOUSING AUTHORITY

50 Chauncy Street

Boston, Massachusetts 02111 • BHA-451-1250

50

14 August 1986

RECEIVED

Mr. James Hoyte, Secretary
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

RECEIVED

AUG 13 1986

OFFICE OF THE SECRETARY
OF ENVIRONMENTAL AFFAIRS

RE: EOE A #6133 Parcel 18

OFFICE OF THE SECRETARY OF
ENVIRONMENTAL AFFAIRS

Dear Secretary Hoyte:

This letter conveys an official response of the Boston Housing Authority for the request for comments on the draft Environmental Notification Form for Parcel 18 distributed by the Boston Redevelopment Authority. The Boston Housing Authority has had a long standing interest in future development of Parcel 18, as well as other Southwest Corridor development sites as a result of many years of displacement, and disruption in the lives of residents of the Parcel 18 area.

There are 705 BHA residents who live in the Whittier Street, Mission Hill Extension, and Lenox Street developments, directly across Tremont and Ruggles Streets, forming the boundaries of Parcel 18. More than 1,150 families reside in the Bromley Heath and Mission Hill developments, both of which are located within 1 mile of Parcel 18. During the next three to five years, the Authority will invest over \$51 million through federal and state funding in physical and management improvements to family and elderly developments along the Southwest Corridor in order to enhance the quality of life for low-income families. It is on behalf of both current and future BHA residents, as well as in consideration of significant public capital investments, that we would urge EOE A to give our interests and concerns serious and thorough attention in the final scope of the Parcel 18 EIR.

In general, the BHA expects the development of Parcel 18 to provide direct and indirect social and economic benefits for residents within the immediate zone of influence: Mission Hill Extension and Whittier Street. In that regard, BHA staff and resident organization representatives have participated in numerous community and public agency meetings in order to ensure that opportunities for resident employment, child care services, and entrepreneurship will be realized through Parcel 18 development. We have directed our efforts toward achieving the maximum benefit for community residents through mixed-use development on Parcel 18 without compromising the quality of life in surrounding neighborhoods. It is in that context that BHA staff and residents have articulated reservations regarding the scale, density and physical relationships recommended by the BRA for Parcel 18 development.

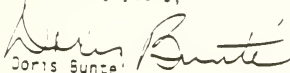
The Parcel 18 development framework described in the "Parcel 18 Interim Report" Kingston Bedford - Parcel 18 published by the BHA in May 1985, would provide an increased supply of affordable housing, opportunities for minority investors to take equity positions in linked projects, create a reliable, on-going source of funds to support community development, create new jobs for Boston residents, provide opportunities for minority businesses to participate in the wide range of economic activities arising from major commercial projects, and through a responsible urban design, ensure that the human scale and traditional streetscape of Boston is improved and expanded. Undoubtedly, this ambitious public-private venture could offer, dependent upon final guidelines and requirements, a myriad of economic benefits for community residents. However, there is insufficient data to establish a positive correlation between increased scale and density of Parcel 18 development and the economic benefits to be derived by BHA residents. There is evidence to suggest that the related environmental impacts may be intolerable, given the proximity and fabric of residential areas and infrastructure capacity. The Authority would hope that through the EIR process all probable short-term and long-range consequences will be explored yielding an optimum development scenario with specific measures to mitigate harm as appropriate.

Many of the topics requiring evaluation are outlined in Appendix A of the Parcel 18 ENF, including traffic impacts, associated noise and air pollution, wind and shadow effects, and construction impacts. Those issues of particular note that BHA believes must be included in the scope of the EIR are attached for your review. Headings correspond to ENF page numbers and sections. There are associated issues which will need to be addressed within the broader perspective of combined effects of similar development projects proposed by city and state agencies for the Dudley Station area and the Egleston Station area, although these future plans are not expressly within the purview of this EIR. Similarly, traffic studies should analyze not only the proposed model split (2,9807-4,555) for patrons of Parcel 18 and the anticipated need for another 1,000- parking garage at this transit station site, but also projected vehicular traffic along Ruggies and Tremont Streets which provide primary access to Melena Cass Boulevard, the New Market Industrial area, and the Southeast Expressway.

Finally, it is of particular concern to the BHA that all alternative development scenarios for Parcel 18 would require extraordinary foundation construction. The Mission Hill Extension development has experienced serious site settlement and recent geotechnical investigations have determined that the site conditions as well as structural integrity of new townhouses to be constructed next year, are sensitive to the vibrations of the pile-driving activity. We would welcome an opportunity to present to EDEA staff BHA redevelopment plans for Mission Hill Extension, Bromley Heath, Mission Hill, Whittier Street and Lenox Street.

Please do not hesitate to contact me if you would like to discuss this matter further; if EPA requires more detailed information regarding these review comments, contact Jacquelyn Hall, Assistant Administrator for Planning, Design and Development at 451-1250.

Very truly yours,


Doris Bunte
Administrator

DB/jj

cc: Jacquelyn Wilkins, Associate Environmentalist
Attachment

1. P.6 - F-1

What is the effect of increased runoff on BHA developments?

What is the current capacity of the Boston Main drainage relief which runs along Ruggles Street, and will it be able to accommodate the increased runoff?

2. P.6 - F-2

What is the effect of increased sewage on BHA developments?

Will the public sewage system be able to accommodate the increase generated?

3. P.8 - G-2

How and when will surrounding community have an opportunity to comment on measures designed to mitigate adverse effects of the project on air quality?

What measures will be used to minimize the impact of each pollutant on nearby BHA residents?

How will dust and air pollutant emissions be monitored -- will wetting to control dust be required?

How will automobile-related pollutants be monitored?

4. P.8 - G-3

What will the forum be for the community to comment on the automobile access plan to the project?

Why is primary access to be by automobile, when there are 10 bus routes, commuter rail, and the Orange Line rapid transit system at this site?

5. P.8 - H-1

What specific measures will be implemented to mitigate the adverse effects of pile-driving on Mission Hill Extension and Whittier Street developments?

How will structural integrity of the new townhouse units to be constructed at Mission Hill Extension along Ruggles Street be guaranteed throughout pile-driving operations?

6. P.8 - H-2

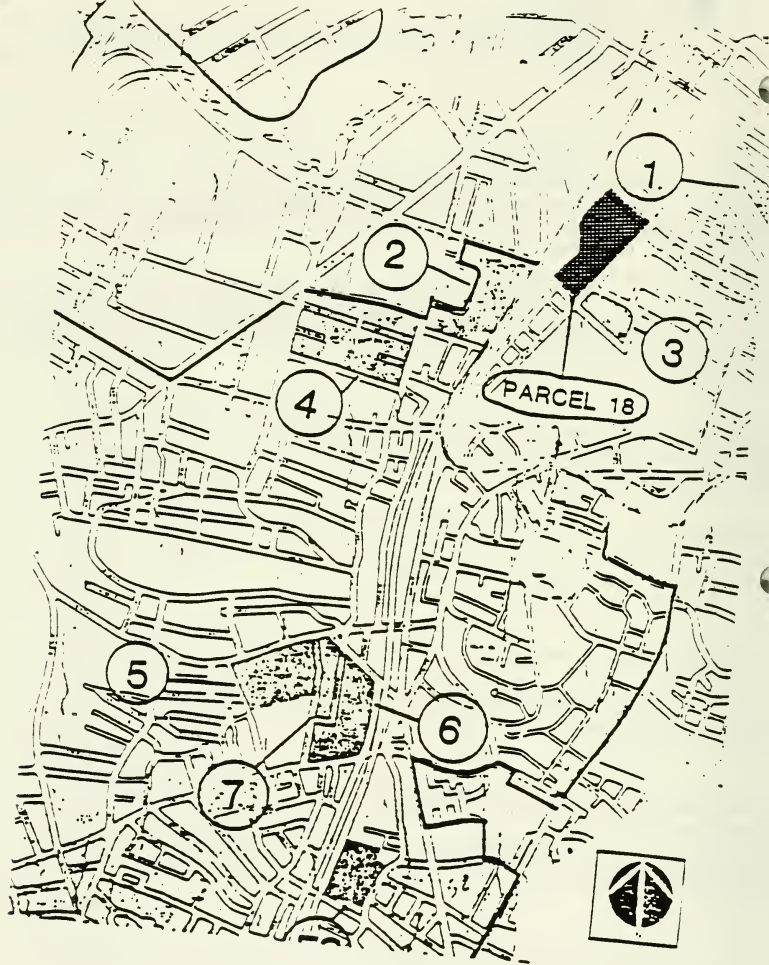
What specific measures will be implemented to minimize overall noise impacts on Mission Hill Extension and Whittier Street developments?

7. P 8 - J-1

What will the forum be for the community to participate and review, the planning and development of this project?

8. P 9 - K-1

Will the shadow studies take into account the 30' height of the new townhouses to be constructed along Ruggles Street and the 61' height of the mid-rise buildings on the interior of the Mission Hill Extension site?



1 LENOX ST.
2 MISSION HILL EXT.
3 WHITTIER ST.
4 MISSION HILL MAIN

5 HEATH ST.
6 BROMLEY PARK
7 BICKFORD ST.

Northeastern University

TO: Jackie Wilkins, Associate Environmentalist
FROM: Brenda Butler-Hamlett, Assistant Director
DATE: August 18, 1986

Enclosed are Northeastern University's comments on the
ENF for Parcel 16- that you requested.

BBH:tem

Enclosure

RECEIVED

AUG 18 1986

RECEIVED BY

Northeastern University

Avenue Boston Massachusetts 02115

of University of Massachusetts Planning and Design

Cunningham

437-2767

Northeastern University welcomes the opportunities and challenges that the development of Parcel 18 will offer the surrounding communities. However, there are many areas of concern regarding the impact of Parcel 18 development upon the operations, the future development, and the campus environment for the students, faculty and staff of Northeastern University. These concerns are common with many of the concerns of our neighbors, and we feel that they should be comprehensively addressed in the Draft EIR.

There are two impact time frames with corresponding issues, some common, some time specific, and all based upon the unique cooperative education format of Northeastern University. Unlike many other institutions of higher education Northeastern University offers a full class schedule twelve months a year, and does not have a shut down period during the year. In addition, instruction and research take place all year long. Finally, as a commuter school, unrestricted access to University parking lots during days and evenings is an operational necessity; student access cannot be seriously impaired.

The impacts are viewed in two time frames. The period(s) of construction of the project, and time following completion of the Parcel 18 complex. During the period(s) of construction actions must be taken to mitigate the impacts upon the University. It is also important to study the relative impacts of a project staged over longer or shorter periods of time. Additionally, a clear understanding of the effects of a completed Parcel 18 is necessary.

Ecologically, several concerns arise. The first is flooding from increased or redirected storm water runoff. Many critical campus buildings are connected by a basement tunnel system, and any increase in flood hazard is unacceptable. Studies should be made to ensure sufficient storm drain capacity. Second, the necessity to found construction on driven piles requires careful attention to

Northeastern University

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both ground-borne and air-borne impacts of pile driving on:

- *sensitive equipment and facilities
- *research activities
- *classroom instruction

This is critical when it is understood that these functions must be provided to students and faculty year round, and located within close proximity to the Parcel 18 site. In many cases, vibrations can interrupt or invalidate many research projects, and hammer impact noise can render classroom instruction impossible. Third; there is a need for a thorough site study to identify and treat any hazardous waste conditions found on the site.

The utility infrastructure in the vicinity must also be examined. It must be surveyed to determine capacity available in relation not only to Parcel 18, but also in relation to growth needs of long time abutters to the site. Any changes or expansions to the utility grid must be planned to minimize disruption for all abutters.

Traffic, parking, and access are critical to Northeastern University. Nearly fifty percent of all campus parking is adjacent to Parcel 18. Studies must identify and resolve the impacts of construction staging, materials delivery, construction labor commuting impacts, off site excavation and other construction time frame impacts upon access to University parking facilities and upon traffic flow on nearby streets. The effects of extra traffic noise upon University classrooms during day and evening sessions must be controlled. These will be a major impact on Northeastern University and the neighboring community.

Also, the long term traffic impacts of an 800-1200 auto garage must be examined in light of possible additional development within the neighborhoods. Additional traffic studies must be made for internal campus streets. The Ruggles St. Station may be the precedent for traffic on the streets (Forsyth, Leon.) but a thriving Parcel 18 could greatly increase that traffic flow.

Northeastern University

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Boston, MA 02115

Close examination of vehicle and pedestrian contention must be examined especially in the context of the "mall" circulation system proposed in the Campus Master Plan. Construction and development must not limit the utility of University parking facilities. It is the life blood of a commuter school.

Northeastern University shares the concerns of the neighboring communities that the cumulative impacts of Parcel 18 on local air quality be understood. Four major University building sites central to the new Campus Master Plan abut the site. It is also important that the development of Parcel 18 does not limit concurrent development of adjoining sites.

Several additional concerns based upon the aesthetics of the project must be noted. First, and most critical is that massing of the project must not obstruct satellite access from a campus earth station to television satellites low in the south and southwestern sky. Northeastern University, as a member of the National Technical Satellite University will be sending and receiving microwave signals requiring line of sight to the satellites at all times. A second concern is that sufficient and suitable buffering take place on Parcel 18 to separate it from University development on Parcel 17x. Finally, wind and shadow studies should carefully address project impacts on all abutting University building sites.

In summary, there are serious impacts upon the University to be examined and quantified. Northeastern University is eager to participate with all parties in a timely process to formulate mitigation measures for these concerns. We hope these will become opportunities to effect a major positive change upon Northeastern University and its neighboring communities.

Carlisle Trotter Neighborhood Association
68 Beaver Street
Roxbury, Ma 02111

Committee on Housing and Community Development

Response to the Environmental Notification Form, DECA 6133
PARCEL 18

There is a general statement that we would like to make before getting into the substance of the ENF response. That statement is related to the basic undefined scope and text of the ENF itself. Without specific information as to exactly who will develop the site, and what the design will eventually look like, it is very difficult to make an accurate assessment of the this or any project.

We therefore, request that all due consideration be given to this process in respect to the draft and final environmental review process. Where there is substantive changes or revisions to the information that has been previously submitted, we hope that an adequate amount of time is given to review and investigating all aspects of the revised plan.

The first concern of the GNA, is the overall scope of the project. The heights as proposed are not in keeping with the context of the community around it. Although there will be an attempt to establish new lines of sight and building form, the project as presently proposed does not fall into harmony with the existing structures. It is hoped that the heights will be kept to a minimum and that the footprint of the buildings will not cause any undue stress on the surrounding communities by totally eliminating their view of downtown Boston.

As an abutting neighborhood, this is a major concern. We have learned to enjoy and appreciate our views of Boston and the surrounding communities that are naturally ours by benefit of being established on a hill. With the proposed heights for the buildings in the parcel 18 project those benefits are in jeopardy.

Open Space: The ENF states that no open space currently exist on the site, that is incorrect. There is nothing but open space on the site it is incumbered by a parking lot during the week days, however, in the evenings and on the weekends there is plenty of open space for the residents and neighbors to use for activities that require a large amount of space. The other issue is not the present use of the area for open space and recreation, but the historical use of the area and the need for space within the general environment. The propose plan is not specific as to what kind of open space and recreational activities will take place when the parcel is developed. However, it is of the utmost importance because of the density of the residential units in the area that there be adequate open space and recreational benefits for the community. It is also important that the management of the space and the maintenance of the area be defined and set down in writing in order that the past

Practices of the city and state government of passing of responsibility is not considered. The institutional issues as to who is responsible for the areas that will be open space is one that is not clarified in the beginning will continue to plague the proper use of the areas.

The other issue related to open space and recreation is that of environmental safety and security. The location and use of the parking facilities will have a major impact on the use and management of the recreational spaces. The proponents should take into consideration the location of the parking facilities and what types of buffers and mitigants can or will be used to minimize the impacts of the carbon-monoxide on the areas where open space and recreational users will be.

Finally the use of the open space and recreational areas will be important in the review of the benefits of this project. If there is to be active or passive recreation, it should be clearly shown as to which areas are for what activities. Permanent structures or fixtures, i.e., benches trees, water fountains, lights, basketball courts, etc.

HISTORICAL RESOURCES:

We would greatly appreciate the proponents taking a little more of an effort to look into the historical use of the area and to determine if there is possibly any artifacts or materials that would be of value to the residents of Roxbury and the City of Boston. It is not enough to say that the land is presently vacant and take no further action. As most of us know it was not always vacant and therefore, there is a strong possibility that it may have been for something useful prior to being taken by the city and given to NorthEastern.

Geologically Unstable Areas:

Because of the history of the area as it relates to the tidelands and other unstabilizing factors, it is important that the proponents prepare a report as to the impacts of the proposed development on the other developments in the area. Particular attention should be given to the impacts on the residential housing and the other structures at NorthEastern given the amount of displacement that may take place when buildings the size and density as proposed for the site are developed. The possible effects could be similar to what is presently taking place in the Back-Bay, Beacon Hill area.

Hazardous Substances:

Although the BRA has stated that there will be no storage of hazardous facilities and the MBTA representatives has given his commitment to that idea, it should be considered by the proponents that there is a possibility that some hazardous materials may be discharged or stored temporarily. If there are to be catch basins to separate the run-offs from the vehicular maintenance and parking areas, as is required not to pollute the waste waters, there may be a temporary build-up of those separates that should be considered in the same manner as any other hazardous

Material care should be taken as to its storage and disposal. As far as future hazardous materials, subsurface there is a strong possibility that the relationship of the area to the railroad tracks may have had some impacts. Careful soil analysis should be undertaken by the proponents and the results must be identified to the Department of Environmental Quality. Engineers, geologists who should take a determination as to the safety of the soil.

Sanitary-Sewage.

Strict attention should be payed to the capacity of the infrastructure of the area to determine the capacity of the existing facilities to carry any additional amounts. The proponents should show the feasibility of the existing facilities and estimate the impacts of the proposed projects coming on line. If there is a possibility of overloading, they should be alternatives proposed and time schedules developed.

Consumption of Water:

The same study as proposed under Sanitary -Sewage, should be undertaken by the proponents. There is also a need to estimate the impacts of water use and the possible disruptions to the adjoining residential communities, schools and medical facilities during construction.

AIR QUALITY:

There are two levels of air quality and two periods of consideration. There is ambient air quality and the impacts that are associated with the short term activities of construction. Then there is the artificial air quality that will be impacted by the longterm use of the parking facilities in the area and the amount of traffic that is generated by the proposed developments and Northeastern University. Those impacts must be comprehensively studied. The long term and short term effects on the adjoining residential community and the other sensitive receptors in the area is to great to be taken lightly.

The proponents should clearly examine the amount of cars and other vehicles that will be stored and accessed to the area in order to design possible mitigating barriers. The issue of migratory pollutants that will be air born during construction and the start-up of the proposed developments, mixed with the MTA activities will not only impact the respiratory systems of the area residents, but can have an impact on surrounding communities as well. A careful investigation as to the long term effects of the proposed developments, its garage and parking, coupled with the other development activities must be made.

Specifics as to what type of monitoring will take place and by whom. There should be a detailed analysis of the monitoring activities to take place before during and after construction and a listing of the possible corrections methods that could be used. They should also be discussion as to possible structural and design solutions to mitigate the impacts of air pollution and air quality.

The traffic generated by the developments in the area must be analyzed and evaluated with consideration given to the total area and the various developments of all sizes that will eventually exist. The air quality analysis must be comprehensive in scope and as accurate as possible in evaluation methodology.

Access to Project Area

The issue of access to the project site is of major significance. Whether by vehicular or by pedestrian, there has to be a comprehensive access plan for the area. That plan at a minimum should define all the points of access to the site. The maintenance and jurisdiction of those access points. Security and management of those accessible areas and the maintenance of the same. There must be a clear plan detailing the impact of accessible areas to the surrounding communities and especially the abutters. The hours of use and the type of controls that be maintained for determining use. Working agreements between the abutting neighborhoods and residents of the areas with the owners and managers of the space should be a part of the proposed use plan. These agreements will define the scope of use and the hours and the possible benefits to the surrounding community. Where possible the accessible space should be available for uses when cars and other materials are not using it.

The traffic management and flow will be an important factor in the accessibility of the site. Proponents should identify the automobile management systems that will be used on site and at the approaches to the site. This plan should include possible off-street delivery and pick-up. Separate and secure space for special vehicles and the location of guest or non resident space.

NOISE GENERATION:

Most of the comments about noise generation is the same as that about air quality and pollution. There will be some short term, construction impacts, and some longer term overall use and density impacts. The proponents should evaluate both of them in a comprehensive manner to minimize the negative overall effects on the surrounding communities, but especially the abutters. There is a special concern that the abutters and others in the area be informed when there is to be blasting and other loud noises, which will cause disruption or might shock elderly or young. The hours of construction must be timed to not disrupt the health and safety of the abutting residents. Before certain hours of the day, there should be only certain activities. The proponents of this project should give considerable time to this issue and how it will be handled.

SOLID WASTE:

The proponents of this project should explain in sufficient detail how and where the materials to be removed from site will be disposed of. A comprehensive construction plan should be submitted detailing the truck routes, hours of construction, types of equipment to be used and the methods for securing the site itself. With the large number of children in the areas of the proposed construction the plans for security and management of the site is important. There should be some provisions made for special signs and street designations to minimize the impact of construction and truck traffic on surrounding neighborhoods.

AESTHETICS

The response of the proponents to both parts of this section is inadequate and unacceptable. There should be more substantive information on the size, scale and shape of the buildings that will eventually locate on that site. There is a major concern of the residents and neighbors from the surrounding communities that the design, size and scale of the development which will eventually occupy the site will be totally out of step with the existing structures as far as size and proportion. The fear is based on the renderings and prospectives that have been shown to date. There is a concern that dwarfing will become more the style than blending. The scale of the proposed developments and the manner that it is integrated into the present style of housing and buildings in the area will have a lot to do with the psychological well being of the present residents and neighbors in the area.

prior to any finalization of this project there should be a detailed presentation of what type of building will actually be sited in the area. Those drawings should detail the amount of open space, landscaping plan, access points and setback requirements.

The project will for many residents in the surrounding communities impact the visual access to other scenic areas of the city. For many the sky line of Boston and the view to the sea is an important scenic attribute of their homes. This project based on the heights proposed, will have a negative impact on many home owners in the surrounding neighborhoods. Remember that Roxbury is built on seven hills, and at the height of each hill is a very commanding and scenic view of the rest of Boston and its seascape.

WIND AND SHADOW:

The proponents should at a minimum provide a series of detailed drawings and plans which will show the effects of the proposed structures on the surrounding neighborhoods. These drawings should cover the various seasons of the year and be for at least four different times of the day. The wind impact information should be done with an understanding of the surrounding activities, the MBTA, Northeastern, and other open spaces.

COMMENTS:

Very little of the information that was provided in the ENV adequately addresses the need for a competent design review process. There has to be an in-depth analysis of the impacts of the proposed structures on the quality of life for the existing residents in the surrounding communities but especially the abutters.

The increase in traffic, noise and density will create special problems for the residents in the immediate area, but the adverse effects will be felt by the adjoining communities. The impacts of traffic, noise, construction trucks and equipment and other construction and size related issues will go far beyond the immediate area of parcel 18. Due to the large amount of traffic which is now redirected through the surrounding communities from the SR Expressway, and other areas which are under construction, traffic management monitoring and flow plans and analysis must be

COMMUNITY ADVOCATES LAW OFFICE

150 Stuart Street
Eighth Floor-Room 816
Boston, MA 02116

RECEIVED

SEP 11 1986

MEPA Unit
100 Cambridge Street
Boston, MA 02202
Attention: Jacqueline Wilkins
September 4, 1986

OFFICE OF THE SECRETARY OF
ENVIRONMENTAL AFFAIRS

Project Proponent, Boston Redevelopment Authority (BRA) has filed an Environmental Notification Form (ENF) with the Massachusetts Environmental Policy Act (MEPA) regarding "Parcel 18". The BRA has stated in the ENF that it is their intent to prepare a draft Environmental Impact Report for Parcel 18.

These comments are filed on behalf of the Greater Roxbury Neighborhood Authority; the Interim Roxbury Project Area Committee; and Nathaniel Askia, Shirley Campbell, Raymond Coleman, Melvin Colon, Sarah Flint, M. Daniel Richardson, Betty Toney, Charles Henry Turner, and Kenneth Wade as individuals, taxpayers and members of one or both of the foregoing organizations.

The Interim Roxbury Planning Advisory Committee (RPAC) is an unincorporated public body with public duties including, but not limited to, the holding of open meetings, representing and educating the residents of Roxbury, determining local objectives and reviewing the plans of the City of Boston and BRA with regard to land use, development and service delivery.

The Greater Roxbury Neighborhood Authority, Inc. (GRNA) is a non-profit corporation with its principle place of business at 134 Warren Street, Roxbury, County of Suffolk, and which provides research,

education and assistance to residents of the Greater Roxbury area with regard to development activities in Roxbury. Its membership consists of individual residents as well as organizations whose work or interests are affected by urban redevelopment.

Nathaniel Askia resides at 43 Stanwood Street, Roxbury, Massachusetts and is the owner of the building in which he resides. He is the Executive Director of F.I.R.S.T., Inc., a drug rehabilitation program having offices at 35 Intervale Street, Roxbury, Massachusetts and is also the President of the Federation of Black Agency Directors. Mr. Askia is a member of the Roxbury Planning Advisory Committee.

Shirley Campbell is a residential tenant at 268 Bumbolt Ave., Roxbury, Massachusetts. She is a member of the Greater Roxbury Neighborhood Association, and the Federation of Black Agency Directors. Ms. Campbell is employed by the Womens Educational and Vocational Enrichment Program at 224 Townsend Street, Roxbury, Massachusetts.

Raymond T. Coleman is a residential tenant at 237 Bustis Street, Roxbury, Massachusetts and has been a lifelong resident of Roxbury. Since 1967, he has been the proprietor of Fraternal Printers, a business renting commercial space at 29A Roxbury Street, Roxbury, Massachusetts. He is the President of Dudley Terminal Merchants' Association. Mr. Coleman is a member of the Roxbury Planning Advisory Committee.

Melvin Y. Colon resides at 34 Tonawanda Street, Dorchester, Massachusetts. For the past three years he has been Executive Director of Nuestra Comunidad Development Corporation with offices at 391 Dudley Street, Roxbury, Massachusetts. Nuestra Comunidad develops housing for

local residents and within its service area there is a large amount of publicly owned land. Mr. Colon is a member of the Roxbury Planning Advisory Committee.

Richard David is a homeowner residing at 140 Highland Street, Roxbury, Massachusetts and is a lifelong resident of Roxbury. He is Vice President of the Highland Park Civic Association, a member of the Joint Development Committee of Highland Park, a member of the Roxbury Highland Neighborhood Association and Roxbury Planning Advisory Committee.

Sarah Flint resides at 116 Bustis Street, Roxbury, Massachusetts where she is a tenant in the Orchard Park housing development owned and operated by the Boston Housing Authority. She has resided there for 17 years and is presently chair of the Orchard Park United Tenants Association.

M. Daniel Richardson resides in the building he owns at 268 Humbolt Avenue, Roxbury, Massachusetts and is a lifelong resident of Roxbury. He is self-employed and is the President of the Garrison Trotter Neighborhood Association and President of the Roxbury-North Dorchester Neighborhood Revitalization Corporation, a community development corporation. Mr. Richardson is a member of the Roxbury Planning Advisory Committee.

Robert Terrell is a residential tenant at 34 North Charlene Court, Roxbury, Massachusetts. He is the chair of the Greater Roxbury Planning Committee and a member of the Greater Roxbury Neighborhood Council.

Betty Toney is a residential tenant at 20 Alpine Street, Roxbury, Massachusetts and a lifelong resident of Roxbury. Ms. Toney is a member of the Fountain Hill Neighborhood Association and the Roxbury Planning Advisory Committee.

Charles Henry Turner resides in the building he owns at 63 Beech Glen Street, Roxbury, Massachusetts. He has lived in Roxbury for twenty years and has been active in a variety of paid and volunteer positions in preventing displacement and preserving neighborhood services and resources. He is presently Vice-chair of the Greater Roxbury Neighborhood Authority. Mr. Turner is a member of the Roxbury Planning Advisory Committee.

Kenneth D. Wade is a residential tenant at 70 Dale Street, Roxbury, Massachusetts. He is a 25-year resident of Roxbury and for 15 years has worked for a variety of human service agencies on Roxbury. Presently, he is coordinator of housing and development for United South End Settlements at 566 Columbus Avenue, Boston, Massachusetts. Mr. Wade is chairperson of the Greater Roxbury Neighborhood Authority and he is a member of the Roxbury Project Advisory Committee.

It is our clients' contention that the scope of the EIR must be broadened to include the "Dudley Square Plan" in as much as Parcel 18 is the cornerstone of a proposed redevelopment of the entire Dudley Square area (attachment 1). 301 CMR 10.01 (3) states that the purpose of an EIR is to afford early information to the public before proponents make their decision. "An EIR is a planning tool to enable environmental damages and benefits to be fully disclosed and considered by public

agencies and project proponents before they make their decisions." To merely look at one small scale parcel on a proposed large scale development plan without examining environmental, economic and social objectives that will flow is contradictory to public welfare and policy and in violation of the intent of M.G.L. Ch. 30 s. 60 et seq.

The BRA has itself acknowledged in several draft proposals that "Parcel 18 is one of the key development sites along the Southwest Corridor..." (see attachment 2-page 20) and has clearly shown through diagrams that it is linked to specific other parcels that form the Dudley Square area.

We are faced not only with possible expansion but with a vast planned revitalization project with the potential of displacing residents, affecting businesses and shaping the economic and social effects of that community forever. Without a geographical extension of the ENF and proposed EIR it is impossible to fully gauge how Parcel 18 will affect the Dudley area.

Specifically our clients request:

- 1) That the environmental impact report specifically address the economic and social consequences of the project including, but not limited to, any effects upon the displacement of residents or businesses because of the transformation of the area into a different built environment or because of the rising market values caused by the project.
- 2) That all the impacts studied in the environmental report extend over the entire "Dudley Area"; the area which the Proponent ERA has stated is the target area for the "beneficial" effects of the project.

3) That the subject matter of the environmental impact report be the entire Dudley Project not just the isolated Parcel 18. As 301 C.R. 10.32 (i) states, in establishing criteria for defining projects subject to EIR's:

(i) In determining exclusion or inclusion status the entirety of a proposed project, including likely future expansions, shall be considered, and not separate phases or segments thereof. In determining whether two or more projects are in fact one project, all circumstances are to be considered including but not limited to time interval between phases, whether the projects, taken together constitute a common plan or scheme and whether environmental impacts are separable. Ownership by different entities does not necessarily indicate that two projects are separable. (emphasis added).

In 1973, Boston was faced with a similar problem involving the Symphony area, part of the Fenway Urban Renewal Project. The Symphony area plan was largely prepared by the First Church of Christ, Scientist and submitted to the BRA and included in the BRA's larger proposed development of the Fenway area. The court found that the project came under MEPA jurisdiction. Although the case largely had to do with HUD funding and involvement it is pertinent to our case in that it addressed the question of whether an impact report should be filed for each project or whether an entire comprehensive impact report should be prepared. The 1st Circuit wrote:

If the District Court is to properly carry out the NEPA mandate, it must,... order HUD to conduct an environmental study of the entire Fenway program...with the goal of determining what changes can be made and, just as important, of informing the members of the community and the public what the environmental impact will be, what adverse effects cannot be avoided..."

The Court also stated:

...it seems a perversion of NEPA for it to approach each parcel, wholly depending in its timing of environmental review on the filing of applications for assistance and considering anew the scene as it is changed by each subsequent approval.

Because our clients recognize the long range ramifications and rippling effect that such a large scale project can have in the community they suggest that the scope of Social and Economic Conditions be as comprehensive and as far reaching as possible. Areas which should be examined and statistically analyzed include:

I. JOBS - CAREER OPPORTUNITIES

- * jobs that will be affected by the project existing and new
- * how temporary jobs will affect the area, e.g. as a result of construction
- * number of permanent jobs that will be created
- * how businesses now in the Dudley area will be affected
- * mix and level of wages
- * access to jobs by residents
- * affirmative action

II. HOUSING

- * fundability
- * affordability
- * family unit composition
- * income and tenure mix
- * condition - new and existing

- * resident access to housing opportunities
- * home ownership potentials

III. LAND USAGE

- * preservation of open space
- * use of land bank or community land trust, including those owned by State, City and other public agencies
- * good mix of market, middle and low income for housing, commercial, industrial and open space usage

IV. COMMUNITY FACILITIES AND SERVICE

- * public facilities, new and existing
- * public service, new and existing
- * service delivery and responsiveness to the community

It is a major concern of the residents that the redevelopment of the Dudley area be a positive one for both current residents and potential new ones; that the changes be the least disruptive as possible and avoid dislocation. An EIR that is broad geographically and substantively will be the first major step in assuring a successful redevelopment.

Respectfully submitted,

Daisy M. Jordan

Daisy M. Jordan
Bradley M. Honoroff
Terrence J. McFarney
Community Advocates Law Office
250 Stuart Street
Boston, MA 02116

BOSTON
REDEVELOPMENT
AUTHORITY

Raymond L. Flynn

Mayor

Stephen Coyle
Director

One City Hall Square
Boston, MA 02201
(617) 722-4300

October 24, 1988

Mr. Steven Davis
Director, MEPA Unit
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

RE: EOEA 6132 - Bedford-Kingston/Essex Development
EOEA 6133 - Parcel 18

Dear Mr. Davis:

This letter is a follow-up on our meeting of August 12 to discuss the status of the preparation of the Environmental Impact Reports for the above-referenced projects.

At that meeting, we brought you up to date on the status of the planning for the Kingston-Bedford and Parcel 18 projects and informed you of our proposal to add to the scope of the Draft EIR's an analysis of the development programs submitted for both of the sites by the designated developer, Metropolitan/Columbus Plaza Associates. These development programs are as follows:

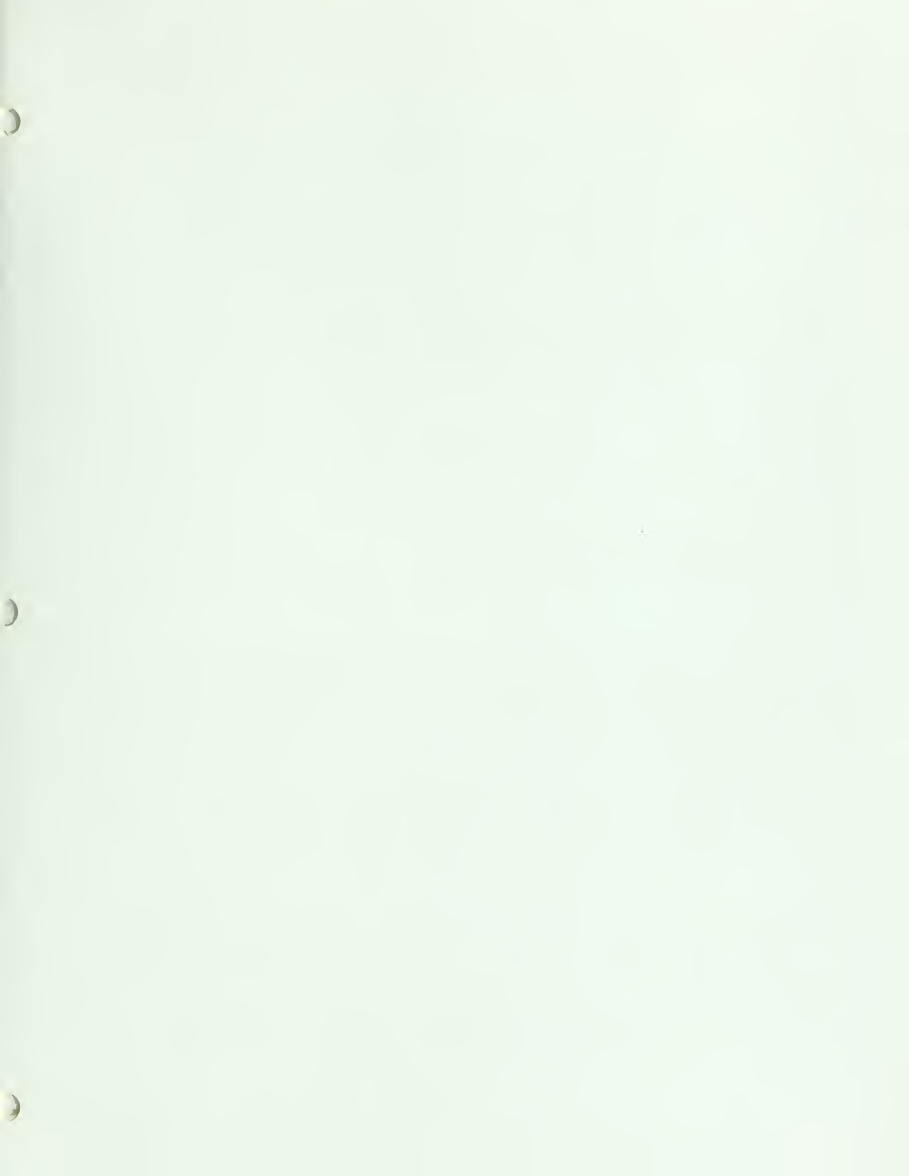
	<u>Kingston-Bedford</u>	<u>Parcel 18</u>
Gross Square Feet	1,005,000 s.f.	985,000 s.f.
Maximum Height	465 feet (510 ft. with mechanicals)	190 feet (225 ft. with mechanicals)

Based on our discussion, it was your conclusion that both of these programs were within the range of alternatives included in the MEPA scope and that no further notice was required.

I would appreciate your confirmation of the above that the addition of the developer's development programs to the Draft EIR's would be consistent with the EIR scopes issued by your office and would satisfy applicable MEPA requirements.

Sincerely,


Richard B. Mertens
Environmental Review Officer





THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENVIRONMENTAL AFFAIRS

MICHAEL S. DUKAKIS
GOVERNOR

JOHN DEVILLARS
SECRETARY

May 22, 1989

CERTIFICATE OF THE SECRETARY OF ENVIRONMENTAL AFFAIRS
ON THE
DRAFT ENVIRONMENTAL IMPACT REPORT

PROJECT NAME : Parcel 18
PROJECT LOCATION : Boston
EOEA NUMBER : 6133
PROJECT PROPONENT : Boston Redevelopment Authority
DATE NOTICED IN MONITOR : April 13, 1989

The Secretary of Environmental Affairs herein issues a statement that the Draft Environmental Impact Report submitted on the above project adequately and properly complies with the Massachusetts Environmental Policy Act (G.L., c.30, s.61-62H) and with its implementing regulations (301 CMR 11.00).

The format and readability of the Draft Environmental Impact Report (DEIR) for the proposed redevelopment of Parcel 18 is quite good. The document provides an excellent basis for comparing the environmental and socio-economic impacts of the five alternative developments which were considered.

The Final Environmental Impact Report (FEIR) must focus on the preferred (developer's) alternative and provide more details regarding the impacts of this proposal on the areas of traffic, massing and shadow, wind, sewer, socio-economics, etc. The report must identify the mitigation which is warranted and the party or parties who will be responsible for implementing such mitigation. The FEIR must also include individual responses to the comments which were submitted on the DEIR by others and must include Draft Section 61 Findings which summarize the

May 22, 1989

mitigative elements of the project for all impact areas which were scoped.

May 22, 1989

DATE

JOHN P. DeVillars, SECRETARY

Comments received: Roxbury Community College 5/1/89
Boston Water and Sewer 5/12/89
MA Water Resources Authority 5/16/89
MDC 5/12/89

JD/JW/jiw



The Commonwealth of Massachusetts
Metropolitan District Commission
M. Ilyas Bhatti, Commissioner

20 Somerset Street
Boston, MA 02108
617-727-5114

May 12, 1989

Mr. Steven C. Davis, Assistant Secretary
Executive Office of Environmental Affairs
MEPA Unit
100 Cambridge Street - Room 2000
Boston, MA. 02202

RE: Parcel 18; EOE #6133

Dear Mr. Davis:

Steven

The Metropolitan District Commission is pleased to have this opportunity to comment on the above-referenced Draft Environmental Impact Report (DEIR). The DEIR does a good job of delineating and discussing the facts surrounding this project. There are, however, some items which should be discussed in a Final Environmental Impact Report (FEIR). These items come under the following topic headings:

Public Access/Bicycle and Pedestrian Path: As you know, the MDC currently has care and control of the Southwest Corridor Park, which this project abuts. The project proponent, through rights transferred by the MBTA, may, in future, utilize some land currently in use as a bicycle and pedestrian path. At present, a Memorandum of Understanding (MOU) has been designed which will enable the public to have continued access via the bicycle/pedestrian path and surrounding greenspace. As has been agreed with the MBTA, the MOU will provide for a permanent easement enabling the MDC to have care and control of these public spaces. The location of the bicycle/pedestrian path and green space has not yet been finalized but the FEIR should clearly delineate them.

Shadow/Building Heights: Happily, there is little difference between the public amenities (e.g., housing) shown in Alternative 3 (14 story Office Building) and Alternative 4 (9 story Office Building). The different building heights and the shadows they cast cause the major changes between the two alternatives. Alternative 4 appears to be the most compatible with its surroundings, both aesthetically and in terms of shadow impacts. The FEIR should delineate shadow impacts on the bicycle/pedestrian path and greenspace, assuming the location of these items has been determined by the completion of the FEIR.

Thank you for this opportunity to comment.

Sincerely,

M. Ilyas Bhatti
M. Ilyas Bhatti,
Commissioner

MIB: DQ

cc: A. Morris

The
Metropolitan Network
of Services

Parks

Beaches

Community Boating

Historic Sites

Recreational Facilities

Public Concerns

Trails/Museum

Boston Harbor Islands

Metropolitan Police

Flood Control

Watershed Management

Pure Water Supply

Quabbin, Wachusett and
Sudbury Reservoirs

Framingham Park and
Stone Memorial
Zoos

Portway, Boulevard and
Bridge System

Charles, Mystic and
Neponset Rivers

Beaver Brook, Blue Hills,
Emory, Bland, Breakheart,
Madness, Felt, and
Stony Brook Reservoirs

MetroParks

MetroParkways

MetroPolice

PureWater

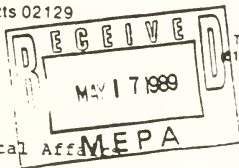


MASSACHUSETTS WATER RESOURCES AUTHORITY

Charlestown Navy Yard

100 First Avenue

Boston, Massachusetts 02129



Telephone
(617) 242-6000

May 16, 1989

Board of Directors

John P. DeVillars, Chairman

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Jonathan Z. Souweine

Executive Director

Paul F. Levy

John P. DeVillars, Secretary
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

Attn: MEPA Unit

Re: EOEa No. 6133 - Parcel 18 DEIR, Boston

Dear Secretary DeVillars:

Concerning the above-referenced Final Environmental Impact Report (FEIR), we submit the following comments:

The proposed project will be increasing wastewater flow to the Boston and MWRA Sewer Systems by 76,750 to 105,000 gpd, depending on the development option. Considering the problems involving CSO's and the limited capacity of the collection and treatment systems, we consider this additional flow significant enough to warrant compensation through infiltration/inflow reduction. In the Final Environmental Impact Report, the proponent should identify mitigation measures to satisfy the 2:1 I/I reduction required by DEQE.

The proponent should be aware that the building will be constructed over the MWRA Boston Main Drainage Tunnel. Coordination with the MWRA is necessary.

We appreciate the opportunity to comment. Should you have any questions, please do not hesitate to call me at (617) 241-6238.

Very truly yours,

Katina Belezos, Project Engineer
Tech Support Unit
Wastewater Engineering

KB:bf/T31-157

**Boston Water and
Sewer Commission**

425 Summer Street
Boston, MA 02210-1700
617-330-9400
Fax 617-330-5167



May 12, 1989

Secretary John P. DeVillars
Executive Office of Environmental Affairs
20th Floor
100 Cambridge Street
Boston, Massachusetts 02202

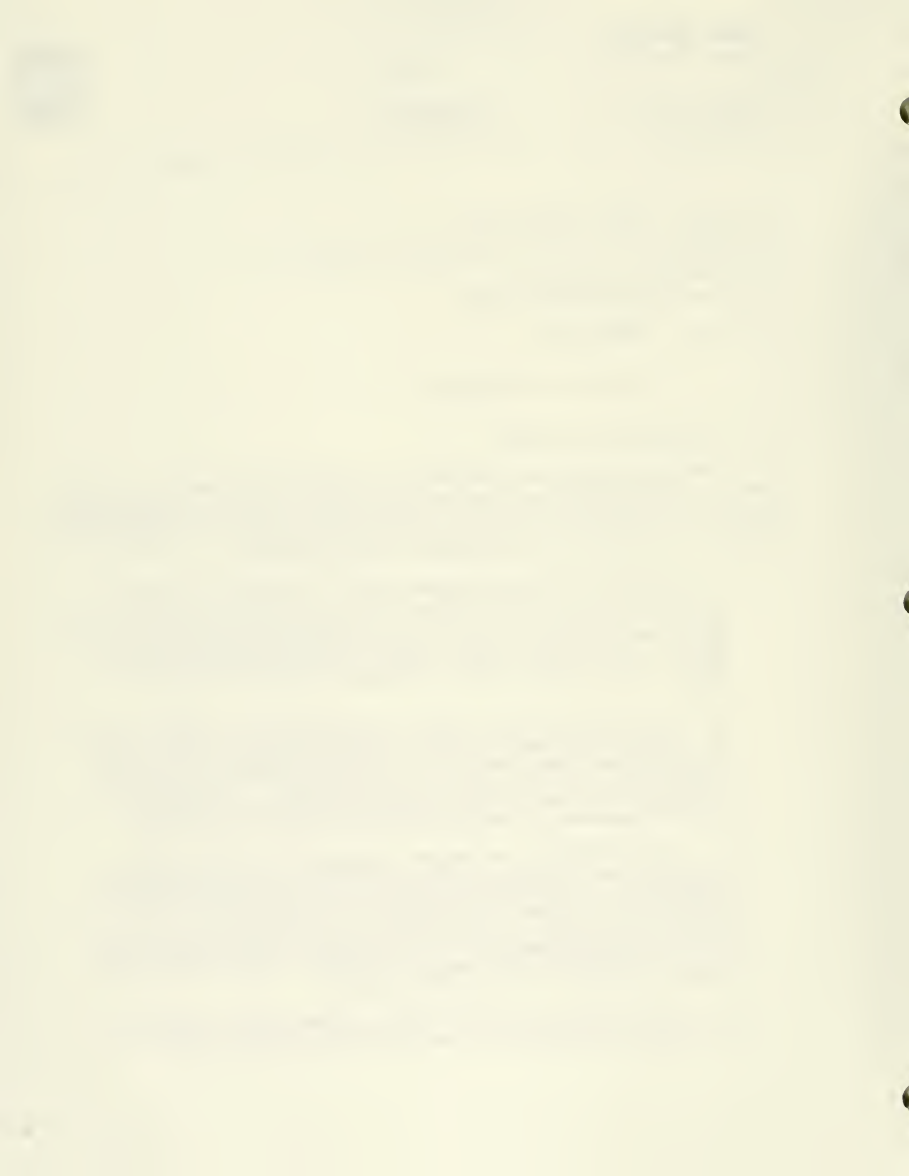
Attention: MEPA Unit

Re: Parcel 18, EOEA #6133

Dear Secretary DeVillars:

The Commission has reviewed the Draft Environmental Impact Report (DEIR) submitted for the proposed Parcel 18 Development. We have a number of concerns regarding the project, which we feel should be addressed in the Final Environmental Impact Report (FEIR). A list of our concerns is given below.

1. Several water and sewer lines are shown incorrectly in the DEIR. The project proponent should obtain up-to-date system plans from the Commission's Engineering Services Division, and revise the FEIR accordingly. All street names, water main, sewer and storm drain sizes should be clearly shown on figures provided in the FEIR.
2. No buildings are to be constructed over water mains. If construction over sewers or storm drains is planned, the proponent must obtain a license agreement from the Commission, to build over the facilities. In the FEIR the proponent should indicate how access for repair and maintenance of these facilities will be provided.
3. In estimating the water demands and sewer flows, the proponent refers to "BWSC typical sewage discharge standards". The Commission does not have such standards, although the sewer flow estimations provided by the DEIR in its Title V regulations are referred to in our Site Plan Requirements. The proponent should note that Title V does not give sewage discharge estimations for retail, cultural, or day-care space.
4. The calculations for water demand should include a separate figure for air conditioning make-up water.





Secretary John P. DeVillars
May 12, 1989
Page Two

5. If potable water is to be used for irrigation of landscaped areas then this number should also be calculated. Serious consideration should be given to creating a landscape or installing an irrigation system that requires minimal use of water.

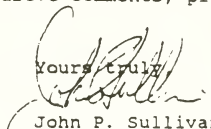
6. Installation of 24-hour sewer retention system as described on page 136, is not recommended by the Commission.

7. The proposed project involves dewatering and installation of driven piles to support the foundation. The proponent should be aware that discharge of groundwater to the sewer or storm drain system on a permanent basis is prohibited. Discharge of groundwater to storm drains may be permitted on a temporary basis, provided that the proponent obtains a permit from Engineering Services.

8. The Commission recommends that wells installed for the purpose of observing groundwater levels be installed on a permanent basis. The location of the observation wells should be indicated on any plans submitted to the Commission in the future.

We thank you for this opportunity to comment on this project. If there are questions regarding the above comments, please contact me.

Yours truly,


John P. Sullivan, Jr., P.E.
Chief Engineer

JPS/LB/AK/gf
cc: Stephen Coyle - BRA
Att: Richard Mertens - BRA



ROXBURY
COMMUNITY
COLLEGE

1234 Columbus Ave.
Roxbury Crossing
MA 02120-3400

(617) 427-0060

4 1986

MEP

May 1, 1989

John P. DeVillars,
Secretary
Executive Office of Environmental Affairs
100 Cambridge Street,
Boston, MA 02202

Att: MEPA Unit

RE: EOE #6133 - Parcel 18 Development

Dear Mr. DeVillars:

Roxbury Community College wishes to offer the following comments on the Referenced DEIS:

Traffic Impacts. Although improvements in facilitating anticipated traffic increases are planned at the principal intersections feeding the Parcel 18 site, the improvements going southwesterly from the Parcel 18 site stop at Roxbury Crossing, the intersection of Tremont/Columbus/New Dudley.

Roxbury Community College fronts on Columbus Avenue, just southwesterly of the Tremont/Columbus/New Dudley intersection. The four buildings of the College are in the block between New Dudley Street and Cedar Street. The College parking lot, 300 car capacity, lays between Cedar St. and New Heath Street on Columbus Avenue and is accessed from Cedar Street. The Columbus Avenue-Cedar Street intersection has signals, sequenced only for through traffic.

This particular intersection is the scene of frequent accidents. Vehicles outbound from Boston making a left turn from Columbus Avenue onto Cedar Street do so at considerable risk. Vehicles heading northeasterly on Columbus Avenue are also at risk in attempting to turn right onto Cedar Street. The perilousness of this particular intersection has been apparent to the College all through the construction of the campus and during our occupancy.

The College has written several letters, dating from 1986, to the Boston Traffic Department calling attention to the hazards that exist. Just within the past week the Traffic Department has redesigned the breakdown lines on Columbus Avenue, both inbound and outbound, creating a right turn lanes which should offset limited improvement. There is no relief for left turning vehicles.



The traffic projections through 1993 of the DEIR depict increases of from 13% to 18% for the No Build and the 19 Story Office Buildings alternatives. With increases of this magnitude the present traffic problems at the intersection of Columbus Avenue and Cedar Street will intensify to an alarming degree.

Despite the College's concerns and anxiety regarding the perceived traffic problems directly affecting the College, we enthusiastically support the development of Parcel 13 as a major step in the revitalization of Roxbury.

Sincerely,

William B. D. Thompson

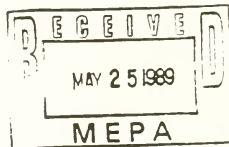
William B. D. Thompson
Acting President

cc: Boston Redevelopment Authority
Boston Transportation Department

10 Gore Street
Boston, MA 02120

24 May 1989

Secretary John P. DeVillars
Executive Office of Environmental Affairs
Attention: MEPA Unit
100 Cambridge Street
Boston, MA 02202



Dear Secretary DeVillars,

Today, I came across a copy of the Draft EIR for the Parcel 18 Development, EOE # 6133. For a number of years, I have ridden the Southwest Corridor Park Bike Path as a regular user. I reviewed the DEIR for the project's impacts on the bike path and its many users. The report contains almost no analysis of the project's impact on the Southwest Corridor Park. The report also fails to consider bicycle commuting as an option under transportation.

The FEIR should discuss the impacts of the development on the bike and pedestrian paths within the park. Merely stating the right of way will continue to exist is not enough. How will the project interface with the park? The DEIR fails to discuss the interaction of bicycle traffic with pedestrian traffic on the pedestrian and bike paths. It appears to me that the bicycle path will become part of the pedestrian area around the buildings. This could result in conflicts between pedestrians and bicyclists, especially during peak commuting times.

The report does not discuss the impact automobiles may have on the bike and pedestrian paths. Must automobiles cross the paths to enter garages? What impact will traffic have on bicyclists and pedestrians as the paths cross Prentiss Street?

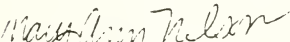
The DEIR did not discuss the construction impacts on the Southwest Corridor Park and its users. What are the impacts? Will this part of the park be closed during construction?

The final architectural design of the buildings will determine the true impact of the project on the Southwest Corridor Park. What will we see as we bicycle, walk, cross-country ski along the path? I hope that the BRA will allow citizens to participate in the design review of the project if it is built.

Due to the timing in submission of these comments, I've limited them to the bicycle path.

Thank you very much.

Sincerely,


Mary Ann Nelson

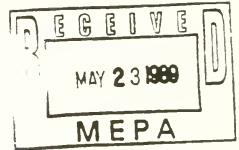


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& EVALUATION

SUITE 815
100 BOYLSTON STREET
BOSTON, MASSACHUSETTS 02
617 451 3688



22nd May 1989

Mr. John P. Devillars
Secretary
Executive Office of Environmental Affairs
100 Cambridge Street
Boston, MA 02202

ATTN: MEPA Unit

RE: Environmental Impact Report
Parcel 18 Development/EOEA No. 6133

Dear Sir:

I have reviewed the draft Environmental Impact Report for the Parcel 18 Development (EOEA No 6133) located in the Roxbury neighborhood of the City of Boston. I was quite impressed with the thoroughness of the report.

The major comments that I feel compelled to make relates to the traffic enigma. The problem is particularly criticle at Tremont and Ruggles streets. The mass of traffic and the volume of pedestrians make it necessary to separate the pedestrian traffic from the vehicular traffic. I would suggest some sort of overhead walkway for the pedestrians.

I further believe that given the volume of traffic on Tremont street and Columbus avenue, it is necessary to develop another major artery system that accesses downtown to relieve the pressure on the above mentioned roadway.



Mr. John P. Devillars
Environmental Impact Report/Parcel 18
22nd May 1989 -
Page Two

I would like to suggest the development of Blue Hill avenue from the Milton line into the Melnea Cass boulevard as a possibility. I believe the development of this arterial system would dramatically relieve the pressure, as well as open up the area along Blue Hill avenue to major development.

I hope that my suggestions are helpful to you.

Sincerely,



Paul Parks, R.F.B.
President

PP/ga





The Commonwealth of Massachusetts

Executive Office of Transportation & Construction

Office of the Secretary

LATE DOCUMENT

Michael P. Dutkas
Secretary

Frederick P. Salvucci
Secretary

and
M.B.T. Chairman

10 Park Plaza, Room 3510

Boston, MA 02116-3969

Telephone 973-7000

TTL (617) 973-7906

MAY 25 1989

MEP

() E.N.F. (X) DRAFT E.I.R. () FINAL E.I.R. No.: 6133

DATE: 04-06-89

DATE RECEIVED: 04-06-89

COMMENTS DUE: _____

TOWN/CITY:

BOSTON, MASSACHUSETTS

PROJECT PROPONENT:

BOSTON REDEVELOPMENT AUTHORITY
ONE CITY HALL SQUARE
BOSTON, MASSACHUSETTS

PROJECT DESCRIPTION: PARCEL # 18 DEVELOPMENT, SOUTH WEST CORRIDOR, BOSTON, MASSACHUSETTS. The proposed is a commercial development consisting of a mixed use development of office buildings, retail shops, parking and a network of open spaces and pedestrian walkways that will provide access to the Ruggles Street Transit Station.

(X) COMMENTS (SEE ATTACHED)

() NO COMMENTS

DATE: 5-2-89

FREDERICK P. SALVUCCI
SECRETARY



The Commonwealth of Massachusetts
Executive Office of Transportation & Construction
Office of the Secretary

10 Park Plaza, Room 3510

Boston, MA 02116-3969

Telephone 973-7000

TDD (617) 973-7916

Michael F. Dukakis

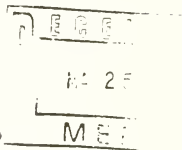
Governor

Frederick P. Salucci

Secretary

and

M.B.T.A. Chairman



EOTC DEIR Comments on Parcel 18
Boston, MA
EOEA # 6133

The Executive Office of Transportation and Construction has reviewed the DEIR for the proposed Parcel 18 Development. The DEIR for this development proposes four build alternatives. The developers proposal consists 862,700 square feet with provisions for further expansion to 989,000 square feet.

Parcel 18 is one of the Southwest Corridor parcels which the MBTA and the City of Boston are working closely together to develop. The Executive Office of Transportation and Construction is highly supportive of this project due to its economic potential for the Roxbury community. In reviewing the DEIR document, EOTC would like to see the following issues discussed in greater detail in the FEIR:

1. The proponent is proposing to allow left turn movements only to the site for northbound Tremont Street and right out/right in movements from the site drive on Tremont Street. To accommodate these movements, signalization is being proposed at this location. The proponent should discuss potential queue lengths for left turn movements and negative impacts that may result at the Tremont Street/Melnea Cass Blvd. intersection from insufficient capacity for southbound Tremont Street traffic.

2. Weaving conditions are likely to occur for traffic turning left from Melnea Cass Blvd. wishing to enter at the Tremont Street site drive and for "through" traffic on Tremont Street. Impacts for these movements should be discussed in detail and appropriate mitigation outlined.

3. The proponent should analyze traffic impacts assuming no curb cuts on Tremont Street. This analysis should include levels of service for the Ruggles Street and Melnea Cass Blvd. intersections with Tremont, Columbus Avenue site drive, and Ruggles Street Station access.



4. The report should better identify the location and describe the proposed circulation pattern of any potential "Kiss and Ride" access plan. Given the broad range of transportation services to the site, the demand for this service should be minimal. Any proposed plans in this regard should be properly coordinated with potential MBTA "Kiss and Ride" access at the Ruggles Street Station.

5. The DEIR lists multiple recommended traffic improvements as being necessary without the project, the No-Build Alternative in the DEIR. In the FEIR, the proponent should identify who is responsible for each of these improvements and their expected completion dates. Because the proponent's mitigation assumes completion of these improvements, the FEIR should clearly indicate what will happen if these measures will not be completed prior to project opening. Should any or all of the measures not be completed, the proponents' mitigation would be inadequate or unrealistic. The FEIR should commit to a process whereby the mitigation package and/or the project scope would be adjusted to meet the new circumstances. EOTC recommends that a Notice of Project Change be required if the assumed improvements are not completed according to the anticipated schedule.

6. Given the percentage of traffic that will be generated from I-93 and the Turnpike, the proponent should analyze traffic and outline levels of service at major intersections on Melnea Cass Blvd. between Tremont Street and Massachusetts Avenue. Mitigation measures should be outlined for impacted intersections.

7. EOTC questions the use of a 1% background growth rate. A growth rate of at least 3% should be used in the traffic analysis to insure that traffic impacts are not underestimated.

8. EOTC requests that the FEIR include a sensitivity analysis for the parking needed to service the various alternatives. It should clearly indicate what is likely to happen if significantly less parking is available than the desired amounts listed on Pages 100-103 in the DEIR. The analysis should quantify likely effects of reduced parking scenarios, including possible increased transit demand and the relative economic viability of the land use alternatives.

9. Finally, we applaud the proponent for the comprehensive DEIR discussion on Transportation Demand Strategies. It is expected that these measures will be included in the mitigation commitments in the FEIR. A time frame for implementation for these Transportation Demand Strategies should be outlined in the FEIR.





RICHARD HEATH

P. Chan

April 14, 1989

Ms. Pamela Wessling
Boston Redevelopment Authority
City Hall
Boston, MA 02201

Dear Ms. Wessling:

I attended the Parcel 18 Draft Environmental Impact Review Meeting on April 12, 1989. My primary reason for attending was because of my long-time involvement in the design, construction and now the management of the Southwest Corridor Park.

I wish to comment on the Parcel 18 proposals in its relation to the new Park.

All of the proposals will have a negative impact and detrimental impact on the Park. The Park is already very tenuously connected to the South End as it is, to the point of being almost two distinct parks after Carter Playground. The Parcel 18 proposals will for all intents and purposes break the chain of the new Park. The proposals are all much too dense for that site.

All the Parcel 18 proposals will create an enormous traffic barrier which will divide the park from the Lower Roxbury Community. Traffic as it is, now, makes it difficult for residents of the Whittier Street Development and Madison Park Village to get to the Park.

All the proposals will make it all but impossible to go from the Ruggles Street Station link of the Park to the opposite side of the street where the Mission Hill Amphitheater has been built near the tennis courts. Traffic today is difficult and hazardous enough for the young and healthy. It is impossible today for the small, the infirm or the elderly. When residents return to the new housing at Mission Hill in May, they will have to negotiate a dangerous traffic pattern to get to their bus or train or to go over to Carter Playground.

Shadows and winds will be detrimental. The area is flat and takes the brunt of north winds as it is. All the proposals will increase the shadows and the wind on the new park.

The answer is to mitigate these negative and detrimental impacts because something will be built at Parcel 18. I daresay that not one resident in Mission Hill or Whittier Street or even one parishioner of St. Cyprians or St. Francis de Salles Church will be prepared for the upheaval which Parcel 18 will create. The discussion so far has been economic benefit, but I believe the cost for that benefit to the





RICHARD HEATH

Page 2.
Ms. Wessling
April 14, 1989

area residents (dubious at best) will be too much for them to bear.

The scale of the development cannot go any higher than 5 stories and parking will have to be limited. There is a saturation level in any project and the Ruggles-Cass-Tremont district has almost reached it now in terms of traffic.

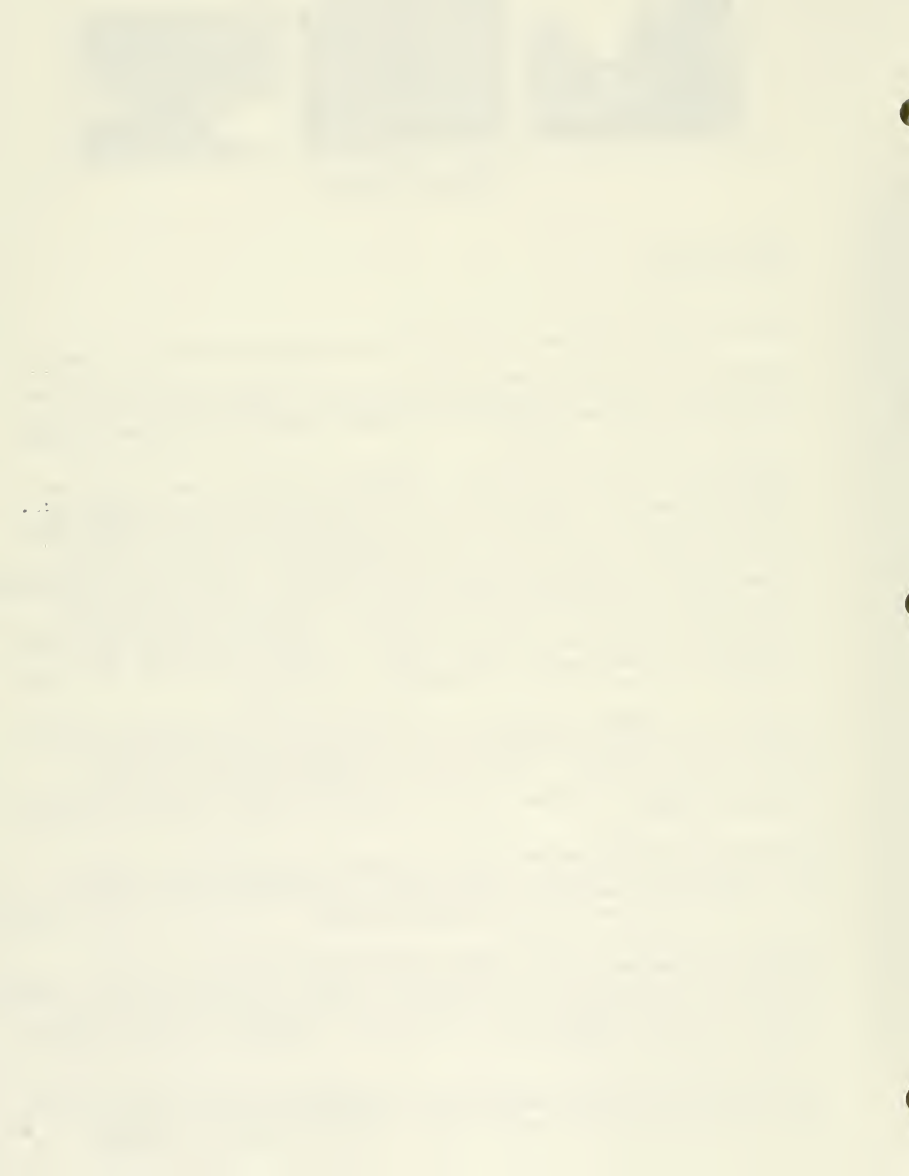
Secondly, the project must shift emphasis to how it can be less an obstruction to the communities. Erection of flyovers or subways on Ruggles Street and Tremont Street for pedestrians is the answer along with well marked and highly visible pedestrian avenues at grade on both roads with pedestrian lights sympathetic to the person on foot. Buses should be routed under ground if possible. Now is the opportunity to consider an underground busway through Parcel 22 to the below ground busway of Ruggles Street Station. Ruggles Street cannot be widened any further. I don't believe the answer to traffic congestion is creating more lanes for more traffic. Traffic should be discouraged and Mass Transit encouraged. If Parcel 18 is truly for the benefit of Roxbury, then Mass Transit will be used.

Although, peripheral to Parcel 18, Melnea Cass Blvd. at present is a barrier for people from Madison Park Village and Whittier Street to get to Ramsey Park or simply to get to Sterling Street or go to Church on Lenox Street. A flyover should be built to connect these two neighborhoods together with well marked, highly visible pedestrian lights and walks.

Many people fought hard and long to stop the Inner Belt. They won; or they thought they won. What I heard on Wednesday night from Mr. Howard et al was another version of the Inner Belt that will divide and isolate the East Fens from Lower Roxbury.

Although, perhaps not under your area of responsibility, I see a similar future for Jackson Square: division of the communities by walls of traffic, impossible if not dangerous access between Marcella Playground and the recreation ground of the Southwest Corridor Park at the Bromley Heath Development, and finally, dangerous passage to the transit system itself.

I would caution you to recall, that the communities which exist today were built as low scale residential communities along low scale retail streets that no longer exist. The main streets have been





RICHARD HEATH

Page 3.
Ms. Wessling
April 14, 1989

ripped off from the cityscape, but the residential communities remain. The economic benefit of the redevelopment of the redundant land of the Corridor must take the needs of the existing residents into consideration first. Quality of life is first and foremost in my view.

I believe there is ample opportunity to mitigate the enormous impact of Parcel 18 on its community by the suggestions provided of flyovers, pedestrian subways and broad, bright, well lit pedestrian avenues to bring the residents of Lower Roxbury to their new transit system, to their new Park and to their neighbors across the street.

Respectfully,

Richard Heath

RH:mlh

♦♦



TO: Pamela Wessling
FROM: Brenda Butler-Hamlett *[Signature]*
RE: DEIR Comments from Parcel 18
DATE: May 12, 1989

The following are comments from the Parcel 18+ Task Force:

I. Traffic:

- A. What is the overall impact on
 - a. Hammond/Tremont Streets and Hammond/Shawmut Avenue intersections?
 - b. traffic flow from
 - a. Egleston to Mass. Avenue?
 - b. Ruggs to Mass. Avenue?
- B. What studies have been done to demonstrate the impact of synchronized signal lights from Egleston Square to Mass. Avenue?
- C. The DEIR report should include a map that shows traffic from Egleston to Mass. Avenue.
- D. In relation to Franklin Park Zoo, what is the overall traffic impact of peak seasons for the zoo, particularly in the wake of its "grand opening?"
- E. It is extremely disrespectful that no mitigation measures are considered necessary because this DEIR indicates that the increase of CO emissions isn't enough to warrant action. I am appalled that this community continues to be characterized in such a way that it isn't important enough to warrant mitigation action for the slightest increase of CO to its already polluted environment. Any negative increase to the air quality of this community warrants mitigation. Please note that other developments are forthcoming along the Southwest Corridor; we ask that all be responsible for any and



all pollutants to the air quality of this community caused by each project development and have appropriate measures of mitigation.

- F. It would seem that some plan/design would demonstrate concern for pedestrians on both the Ruggles Street and Fremont Street crossing.
 - 1. An overhead walk way, handicap accessible, well lit and visible on both streets would be appropriate.

II. Utilities:

- A. What will happen to Whittier Street Housing if the Roxbury Puddingston is hit?
 - 1. Who will bear the responsibilities for repair?
 - a. who will monitor?
 - b. who will be responsible for relocating families if necessary?
- B. Who will the engineering monitors be?
 - 1. how often?
 - 2. who enforces?
 - 3. what are the sanctions?
- C. Who will monitor the water drainage?
 - 1. how often?
 - 2. who enforces?
 - 3. what are the sanctions?



1. The first part of the paper is devoted to the study of the

APPENDIX 28

LIST OF COMMUNITY MEETINGS

LIST OF MEETINGS

The Applicant has been working closely with the Roxbury and Chinatown communities through active participation in the BRA Advisory Panel (the "Advisory Panel") which consists of representatives of the development team, the Parcel 18+ Development Task Force, the Chinatown/South Cove Neighborhood Council, the BRA, the MBTA, the Public Facilities Department, the Real Property Board, the Mayor's Office of Jobs and Community Services, and the Governor's Office of Economic Development. In addition to coordinating the community design review process, the Advisory Panel also plans the implementation of the community benefits package.

The Advisory Panel and its community benefits planning committees have been meeting weekly since November of 1988. The Applicant has also made regular project status reports to the Chinatown/South Cove Neighborhood Council and the Parcel 18+ Development Task Force in their respective monthly meetings.

The following is a list of community meetings held in addition to the community participation described above:

<u>Date</u>	<u>Meeting</u>
6/24/88	Project update with Jacki Hall, Parcel 3 development consultant
7/5/88	Review of concept design by abutters
8/1/88	Public presentation of concept design hosted by Northeastern University
8/16/88	Project update with Dan Roberts, Northeastern University
8/31/88	Project update with Elmer Freeman, Whittier Street Neighborhood Health Center
9/15/88	Public presentation of concept design at Roxbury Community College
10/4/88	Project update with representatives of community health centers
10/21/88	Project update with Milton Benjamin, Community Development Finance Agency

1944-1945

1946-1947

1948-1949

1950-1951

1952-1953

1954-1955

1956-1957

1958-1959

1960-1961

1962-1963

1964-1965

1966-1967

1968-1969

1970-1971

11/18/88	Project update with Minority Developer's Association
12/8/88	Special presentation on traffic issues hosted by Parcel 18+ Development Task Force
2/7/89	Project update with representatives of Roxbury Neighborhood Council
3/3/89	Project update with Minority Developers Association
3/18/89	Community Presentation on design and benefits at Roxbury Community College
4/12/89	Community Presentation on Environmental Impact Report
4/19/89	Project update with Dudley Merchants Association
5/4/89	Public meeting at St. Francis de Sales Church
5/10/89	Project update with Richard Heath on environmental issues
5/23/89	Presentation to Roxbury Neighborhood Council
6/6/89	Presentation to Whittier Street Tenant Association
6/13/89	Community forum on child care at St. Francis De Sales Church
6/21/89*	Project update with Parkland Advisory Committee
6/27/89*	Project update with Mission Hill Tenants Association

*Scheduled



